







# SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1943

No. 226

POLISH NATIONAL ALLIANCE OF THE UNITED  
STATES OF NORTH AMERICA, PETITIONER,

vs.

NATIONAL LABOR RELATIONS BOARD

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT  
OF APPEALS FOR THE SEVENTH CIRCUIT

## INDEX.

	Original	Print
Proceedings before National Labor Relations Board.....	1	1
Proceedings before Trial Examiner.....	1	1
Caption and appearances.....	1	1
Offers in evidence.....	3	1
Testimony of Walter J. Andrezejewski.....	7	5
Joseph Gajda.....	88	16
Joseph Lopatowski.....	103	17
Offers in evidence.....	198	18
Testimony of James M. Algozino.....	200	20
Offers in evidence.....	202	21
Testimony of Joseph C. Bronars.....	204	23
Charles Rozmarek.....	236	38
Board's exhibits:		
No.		
1—Complaint.....	307	41
7—Answer of Polish National Alliance.....	320	46
Exhibit "A"—Constitution and By-laws..	326	52
9—Annual Statement of Affairs, P. N. A.....	384	105
10—Manual of Rates, P. N. A.....	386	106
11—Benefit Certificate (Specimen).....	403	121
17—List of positions in P. N. A. office with salaries.	416	122

JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., DECEMBER 2, 1943.

Proceedings before National Labor Relations Board—Continued

Proceedings before Trial Examiner—Continued

Board's exhibits—Continued

No.	Original	Print
18—Letter of October 24, 1941 from P. N. A. to lodges .....	417	122
19—Masthead of Weekly Zgoda .....	420	125
20—Article in Zgoda about strike, Dec. 14, 1941..	420	126
21—Masthead Daily Zgoda .....	422	128
25—Letter of O'Connell (Union) to Swietlik (Censor) Aug. 30, 1941 .....	426	128
26—Letter of Swietlik, Censor, to O'Connell Sept. 4, 1941 .....	427	129
33—Letter of Protest to Censor .....	440	130
34—Letter of Censor .....	442	132
35—Stipulation as to facts .....	443	132
36—Certificate as to Business .....	447	137
37—Statement of expenses .....	448	138
38—Statement of expenses .....	448	138
Respondent's exhibits:		
1—Charter of P. N. A. ....	449	138
2—Amendment to Articles of Incorporation P. N. A. ....	454	143
3—Sections from Insurance Code of Illinois ....	459	148
4—Articles of Incorporation of Alliance Printers and Publishers, Inc. ....	463	152
6—Disbursements for relief, etc. ....	481	167
11—Letter Rozmarek to Union March 27, 1941..	490	170
12—Masthead of Dziennik Zwiazkowy .....	491	171
13—Statement of ownership of Daily Zgoda .....	492	172
14—Master's Report in Strike Injunction case; recited as to .....	494	174
Intermediate Report by Trial Examiner Hektoen .....	495	175
Order transferring case to N. L. R. B. (omitted in printing) ..	528	
Request for permission to argue orally (omitted in printing) ..	529	
Exceptions by P. N. A. to Intermediate Report .....	530	182
Oral argument had .....	538	184
Decision and order of National Labor Relations Board, August 11, 1942 .....	539	185
Certificate of Board to Transcript. (omitted in printing) ..	576	
Proceedings in U. S. C. C. A., Seventh Circuit .....	578	221
Petition for Review filed August 21, 1942, by Polish National Alliance .....	578	221
Points Relied Upon .....	584	223
Answer of N. L. R. B. to Petition; and Request for Enforcement. ....	586	224
Reply to request for Enforcement .....	592	225
Designation of Parts of Record .....	594	
Order extending time for filing brief and appendix to December 5, 1942 (omitted in printing) .....	603	
Appearance of counsel for petitioner .....	604	227
Minute entry of argument and submission .....	605	228

# INDEX

iii

Proceedings in U. S. C. C. A., Seventh Circuit—Continued	Original	Print
Opinion, Major, J. ....	606	228
Judgment. ....	619	240
Motion for stay of mandate. ....	620	241
Order granting stay. ....	623	243
Decree. ....	624	244
Clerk's certificate. ....	629	247
Order allowing certiorari. ....	630	249
Stipulation as to printed record. ....	631	249



[fols. 1-2]

# **BEFORE NATIONAL LABOR RELATIONS BOARD**

## **Report of Proceedings**

Customs Court Room,  
Canal and Harrison Sts.,  
Chicago, Illinois,  
Monday, March 23rd, 1942.

The above entitled matter came on for hearing pursuant to notice, at 10:00 a. m.

Before Josef L. Hektoen, Trial Examiner

### **APPEARANCES:**

Lester Asher, and Robert T. Drake, Attorneys, appearing on behalf of the National Labor Relations Board.

Casimir E. Midowicz and Ewart Harris, 1717-139 N. Clark Street, Chicago, Illinois, appearing on behalf of the Respondent.

S. G. Lippman, 134 N. La Salle St., Chicago, Illinois, appearing on behalf of Office Employees' Union No. 20732.

Trial Examiner Hektoen: We will be in order, please.

This is a formal hearing in the matter of Polish National Alliance of the United States of North America, and office Employees' Union No. 20732, American Federation of Labor. The Case Number is XIII,C-1692.

The Trial Examiner appearing for the Board is Josef L. Hektoen and the appearances as I have them are Lester Asher and Robert T. Drake for the Board; Casimir E. Midowicz and Ewart Harris for the Respondent; and S. G. Lippman for the Union.

[fol. 3]

### **OFFERS IN EVIDENCE**

Mr. Asher: Will you mark these Board's Exhibits Nos. 1 to 7, for identification, please?

(Thereupon, the documents above referred to were marked "Board's Exhibits Nos. 1 to 7," for identification.)

Mr. Asher: If the Examiner please, I have had marked as Board's Exhibits Nos. 1 to 7, both inclusive, for identification, the formal documents in this proceeding. These formal documents are as follows:

Board's Exhibit No. 1 is the complaint and notice of hearing issued on March 9th, 1942, by Charles A. Graham, Regional Director for the Thirteenth Region of the National Labor Relations Board, together with the third amended charge which was filed by Office Employees' Union No. 20732, A. F. of L., in the Thirteenth Regional Office of the National Labor Relations Board on March 9th, 1942.

Board's Exhibit No. 2 is the affidavit as to service of the complaint, notice of hearing and third amended charge upon the parties to this proceeding.

Board's Exhibit No. 3 is the amendment to complaint issued on March 12th, 1942 by the Regional Director for the Thirteenth Region, together with the fourth amended [fol. 4] charge which was filed by Office Employees' Union No. 20732, A. F. of L. in the Thirteenth Regional Office on March 11th, 1942.

Board's Exhibit No. 4 is the affidavit as to service of the amendment to complaint and fourth amended charge upon the parties to this proceeding.

Board's Exhibit No. 5 is the order issued on March 19th, 1942 by the Regional Director transferring the place of the hearing.

Board's Exhibit No. 6 is the affidavit as to service of the order transferring the place of hearing upon the parties to this proceeding.

Board's Exhibit No. 7 is the answer of the Respondent, Polish National Alliance of the United States of North America, which was filed in the office of the Thirteenth Region of the National Labor Relations Board on March 20th, 1942.

If the Examiner please, I offer these documents in evidence as Board's Exhibits Nos. 1 to 7, both inclusive.

Trial Examiner Hektoen: Any objections?

Mr. Harris: No objection.

Trial Examiner Hektoen: Very well, they may be admitted.

(The documents above referred to, heretofore marked for identification "Board's Exhibits Nos. 1 to 7," were received in evidence.)



**Trial Examiner Hektoen:** Proceed.

**Mr. Asher:** If the Examiner please, I ask that Board's Exhibit No. 8 be reserved for the certified copy of the order designating the Trial Examiner in this proceeding. As yet—there has been a change in the assignment and I have not received the official assignment of the Trial Examiner. I ask that Board's Exhibit No. 8 be reserved for that purpose.

**Trial Examiner Hektoen:** That may be done.

**Mr. Asher:** If the Examiner please, at this time I request that we be in recess for about fifteen minutes so I can discuss with counsel for Respondent certain matters with respect to previous stipulations on some of the issues of the case.

**Trial Examiner Hektoen:** Very well.

**Mr. Asher:** I think we can conserve time by a short recess at this period.

**Trial Examiner Hektoen:** We will be in recess for fifteen minutes.

(A short recess was taken.)

**Trial Examiner Hektoen:** We will be in order, please.

**Mr. Asher:** I ask that this document be marked as Board's Exhibit No. 9, for identification.

(Thereupon, the document above referred to was marked "Board's Exhibit No. 9," for identification.)

**Mr. Asher:** I have had marked as Board's Exhibit No. 9 the annual statement for the year ended December 31, 1941 of the condition and affairs of the Polish National Alliance. I offer the document in evidence, Mr. Examiner, as Board's Exhibit No. 9.

**Mr. Harris:** No objection, sir.

**Trial Examiner Hektoen:** It may be admitted.

(The document above referred to, heretofore marked for identification "Board's Exhibit No. 9," was received in evidence.)

**Mr. Asher:** It is stipulated and agreed by and between counsel for the Board and counsel for the Respondent that the document which has been received in evidence as Board's Exhibit No. 9 has been filed in the twenty-six States in which the Respondent is licensed to do business. Is that agreeable, Mr. Harris?

Mr. Harris: Yes.

Mr. Asher: Will you mark this Board's Exhibit No. 10, for identification, please.

(Thereupon, the document above referred to was marked "Board's Exhibit No. 10," for identification.)

Mr. Asher: I have had marked as Board's Exhibit No. 10, a manual containing general information, premium rates and an analysis of the value of certificates of insurance for [fol. 6] both adult and juvenile members of the Respondent. I offer the document in evidence, Mr. Examiner as Board's Exhibit No. 10.

Mr. Harris: No objection, sir.

Trial Examiner Hektoen: Very good, it may be admitted.

(The document above referred to heretofore marked for identification "Board's Exhibit No. 10," was received in evidence.)

Mr. Asher: It is stipulated by and between counsel for the Board and counsel for the Respondent that the document which has been received in evidence as Board's Exhibit No. 10, is the current manual of the Respondent. Is that agreeable, Mr. Harris?

Mr. Harris: Yes.

Trial Examiner Hektoen: Very good.

Mr. Asher: Mark this Board's Exhibit No. 11 for identification, please.

(Thereupon, the document above referred to was marked "Board's Exhibit No. 11," for identification.)

Mr. Asher: I have had marked as Board's Exhibit No. 11 for identification, an ordinary life certificate specimen which is used by the Respondent. I offer the document in evidence as Board's Exhibit No. 11.

Mr. Harris: No objection, sir.

Trial Examiner Hektoen: Very good, it may be admitted.

(The document above referred to heretofore marked for identification "Board's Exhibit No. 11" was received in evidence.)

Mr. Asher: It is also stipulated by and between counsel for the Board and counsel for the Respondent that the document which has been received in evidence as Board's Exhibit No. 11 is currently in use.

Mr. Harris: It is.

Trial Examiner Hektoen: Very good.

Mr. Asher: I would like to call Mr. Walter Andrzejewski.

[fol. 7] WALTER JOHN ANDRZEJEWSKI, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Asher:

Q. What is your name?

A. Walter John Andrzejewski.

Q. Spell that last name for the Reporter, please, Mr. Andrzejewski?

A. A-n-d-r-z-e-j-e-w-s-k-i.

Q. Where do you live, Mr. Andrzejewski?

A. 4900 Hutchinson Street, Chicago.

Q. How old are you?

A. Forty-two.

Q. Are you a certificate holder in the Polish National Alliance?

A. Yes, for over twenty-five years.

Q. Have you ever worked at the offices of the Polish National Alliance?

A. Yes, sir.

Q. Where is the office of the Alliance located?

A. 1514 to 20 West Division Street, Chicago, Illinois.

Q. Does the Alliance have any other office?

A. No, that is the home office.

Q. When did you start working at the office of the Alliance?

A. In February, 1936.

Q. How long did you work there?

A. Up to the time of the strike on October 7th.

Q. October 7th of what year?

A. 1941.

Q. What was your job while you worked at the offices of the Alliance?

A. I started as a correspondent in the mortuary department, and then a few months later I was transferred to Doctor Dulak's, the medical director's department to help him in organizing the underwriting department.

Q. Mr. Andrzejewski, will you spell the name of the Doctor before you proceed any further?

A. Doctor Frank A. Dulak, D-u-l-a-k.

Q. How long did you work in this mortuary department?

A. About six or seven months.

[fol. 8] Q. Will you tell us what your work was in the mortuary department?

A. Corresponding to the various groups. We had claims, mortuary claims filed in our department and any discrepancies or any omissions that were sent in, we naturally correspond with the various lodges that submitted claims.

Q. By mortuary claims you mean death claims?

A. Death claims, yes, sir.

Q. Where did these death claims come from?

A. They came from all States of the Union, from the twenty-six States where we do business.

Q. Now, after you left the mortuary department you say you went over with Doctor Dulak in the underwriting department, is that correct?

A. Yes, sir.

Q. Tell us what work you did as an underwriter?

A. Well, at first we filed the system of rejections whereby we classified all risk selections. We first made a record of all the rejected applications in the prior years so that in the future the new applications that came in were filed against this record and then very often we got applications that were fraudulent. And other duties of that department were to answer correspondence to various organizers who submitted applications. Sometimes, very often omissions were made on the applications, or if a risk was submitted that was sub-standard we either rejected the risk, that is I would refer the application to the medical director and the medical director rejected the risk. If an application was a sub-standard case, by this I mean, we very often—in most of the cases we got credit reports from Retail Credit Company, and that was part of the exhibit given to the medical director with the application. If the case was a sub-standard case—

Mr. Harris: If the Examiner please, is it necessary to go into the details of his position?

Trial Examiner Hektoen: I do not know—

Mr. Harris: I do not see what relevancy it has to any issues here.

Trial Examiner Hektoen (Continuing): —what Mr. Asher has in mind.

[fol. 9] Mr. Harris: It is a very long record we are making on a lot of stuff that does not seem to be material.

Mr. Asher: I think it is very material both as to the particular work this man did and general work done in the office. There is a contest here that there is no jurisdiction in the Board and I think all of the facts we can get with respect to the operations of the Respondent, with respect to the operations of the people who work in the office are very material.

Trial Examiner Hektoen: Is this man's testimony a part of your proof on commerce?

Mr. Asher: Yes.

Trial Examiner Hektoen: I think you can go ahead on that basis.

The Witness: Most of the cases that were sub-standard were sent down to the Lincoln National Life Insurance Company in Fort Wayne, Indiana. By sending it out there—I mean photostatic copies made of the application and photostatic copy of the inspection report, and the application for re-insurance were submitted and then the Lincoln National Life Insurance Company quoted a rate. This rate was quoted to the members submitting—I mean the applicant submitting for membership. And then after the acceptance of that rate a policy would be issued to the member and a re-insurance policy would be mailed to the Lincoln National Life Insurance Company at Fort Wayne, Indiana.

By Mr. Asher:

Q. Mr. Andrzejewski, does the Polish National Alliance admit any social members?

A. No, sir.

Mr. Harris: Just pardon me. I do not understand the term "admit social members". What are social members?

Mr. Asher: Well, we will clarify it.

Mr. Harris: Are you referring to the insurance department or the Alliance generally?

By Mr. Asher:

Q. Will you, Mr. Andrzejewski, tell us what you mean by social members?



A. A member—formerly, prior to 1939, I believe 1939, in fact we stopped accepting social members I believe in 1938. By that I mean he is not an insured member of the [fol. 10] Polish National Alliance. That has been stopped sometime in 1938.

Q. And since 1938 to be a member of the Polish National Alliance you have to be an insured member?

A. Insured member, yes, sir.

Q. I call your attention in Exhibit A, which is a part of Board's Exhibit No. 7, the constitution and by-laws of the Alliance which is attached to their answer, on pages 5 and 6 there is a discussion of beneficial members and of social members. Is that the social membership that you have been talking about?

(Passing exhibit to the witness.)

A. This has reference to a social member that has been formerly accepted. I believe there are only about 600 now in the organization.

Q. And since 1939 they are no longer accepted?

A. No. When the constitution was revised we had no social members.

Trial Examiner Hektoen: This constitution is not the last one then, is that right?

Mr. Harris: Yes, it is.

Trial Examiner Hektoen: Oh, it is?

Mr. Harris: Yes, sir. Our last convention, Mr. Examiner, was in 1939 and this is the constitution.

Mr. Asher: I merely call the Examiner's attention to Section 9 of page 5, which says:

"No social membership admitted into the Alliance."

Mr. Harris: That would answer it. I do not know why all these questions.

By Mr. Asher:

Q. Now, you were telling us about re-insurance. With whom is this re-insurance made?

A. With the National Life Insurance Company of Fort Wayne, Indiana.

Q. And where are all of the documents for re-insurance sent?



A. They are sent from our home office to the Lincoln National Life Insurance Company at Fort Wayne.

[fol. 11]. Q. Now, is the re-insurance for all of the amount of the application or for part, of what is generally the re-insurance procedure?

A. There is no set rule. At times we may re-insure half of the insurance applied for; at times the full amount. For instance, we may have some applications coming in for \$5,000 of insurance. As a rule we will re-insure everything above \$1,500.

Q. And does the applicant receive a certificate from the Alliance or does he receive some sort of certificate from the Lincoln National Life Insurance Company?

A. No, the applicant does not know anything about this re-insurance arrangement. The applicant only receives the official Polish National Alliance certificate.

Q. Do you know, Mr. Andrzejewski, about how much there is in insurance which is covered by the Lincoln National Life Insurance Company?

A. Well, approximately, I would not know definitely now because I have not been at the office, but I would say around \$300,000.

Q. About \$300,000 of the amount of certificates issued by the Alliance is re-insured with the Lincoln National Life Insurance Company, is that correct?

A. Yes, sir.

By Mr. Harris:

Q. As of what date, Mr. Andrzejewski is that, as of what date?

A. Well, I would not—

Q. Well, when you went out, is that what you mean?

A. No. The amount of—

Q. Just answer what date, that is all.

A. I was just making a rough—I could not make it definite.

By Mr. Asher:

Q. Just approximately.

A. Between \$250,000 and \$300,000.

Q. Suppose that the applicant cannot even qualify for re-insurance at the Lincoln National Life Insurance Company, Mr. Andrzejewski, then what happens?

A. We reject the applicant. The application is submitted to the medical director and then the medical director rejects the case and we inform the organizer that his application for insurance and membership are rejected.

Q. Now, you mentioned something about reports. Would you tell us what you meant by that?

A. What?

[fol. 12] Q. You mentioned reports, inspection reports.

A. Oh, inspection reports. An inspection report is a character report, character and financial report, reported by Retail Credit Company. This is an organization with the home office in Atlanta, Georgia and branches all over the—well, all over the hemisphere.

Q. You mean this Retail Credit Company?

A. Yes, sir.

Q. Has its home office at Atlanta?

A. Atlanta, Georgia.

Q. Proceed.

A. And the application, rather an inquiry form would be filled out and sent to the branch office closest to where the member applies for insurance. For instance, if the application came from McKeesport, Pennsylvania, the closest branch office would be Pittsburgh.

Q. The closest branch office of what?

A. Of the Retail Credit Company would be in Pittsburgh, Pennsylvania. Therefore, we would mail our inquiry to Pittsburgh, Pennsylvania and the reports would come back from Pittsburgh to our home office in Chicago.

Q. Who makes the request for this inspection report?

A. The underwriting department.

Q. In Chicago?

A. In Chicago, yes, sir.

Q. What does this inspection report cover?

A. It covers the full report as to the person's character and his financial standing.

Q. You say that this request for report is sent directly to the closest branch office of the Retail Credit Company?

A. Yes, sir.

Q. And where does the report go to?

A. From the Retail Credit branch office to the home office in Chicago, Illinois.

Q. Do you know what rate is paid by the Alliance for these reports?

A. There are various rates. The rates are from \$1.00 to \$2.00. A small country town is a dollar; a little larger town it is \$1.25; like Chicago, St. Louis, Pittsburgh, Buffalo, \$1.50 and New York and suburbs \$2.00.

[fol. 13] Q. I show you Board's Exhibit No. 9 which is the annual statement, and call your attention to item 21 on page 3 which says:

"Inspection of risks \$4,384.65."

Would you know what that item covers?

A. Well, that covers the amount we spend for inspection reports to Retail Credit Company.

Q. Does the Polish National Alliance, Mr. Andrzejewski pay out commissions to any persons?

A. Well, we pay commissions to—I mean the Polish National Alliance pays out commissions to all field workers, organizers, writing the memberships to the Polish National Alliance.

Q. What kind of organizers are there?

A. Well, there are—I am not certain how many we have of full time organizers, but I am quite sure between twenty-five and thirty full time organizers, and perhaps over two hundred part time organizers.

Q. What kinds of commissions does the Alliance pay?

A. On an average about fifty per cent of the first annual premium. The full time organizers get advance commissions and they also get a portion of the business written by the part time organizers in their allocated districts. By full time organizers I mean district organizers. He has a certain district with part time organizers under his jurisdiction.

Q. Where are these various organizers located?

A. In all States where we do business. That is in most of the States. Some of the States we have no full time men.

By Trial Examiner Hektoen:

Q. Do you do business in twenty-six States?

A. Pardon me?

Q. Do you do business in twenty-six States?

A. Yes, sir.

Trial Examiner Hektoen: I see.

By Mr. Asher:

Q. Now, Mr. Andrzejewski, in addition to the manual of rates which is Board's Exhibit No. 10, does the Alliance issue any pamphlets or literature with respect to its certificates of insurance?

[fol. 14] A. Yes, we do. Very occasionally we mail out to organizers and lodges pamphlets explaining the different insurance certificates and comparing our certificates with the various insurance companies.

Q. How often are such pamphlets sent out?

A. I would not know definitely how often, but I would say every second month or so.

Q. To whom are they sent out?

A. They are sent out to the organizers and lodges, different lodges all over the country where we do business.

Q. Have you ever seen a booklet or book called "The Alliance Almanac"?

A. Yes, sir.

Q. What sort of publication is that?

A. It is an official almanac having a lot of advertisements and news and Polish literature. It is a calendar.

Q. Do you know how big it is?

A. Polish Historical Events, and so on.

Q. About how big is it?

A. Well, it runs between 250 and 300 pages.

Q. Would you tell us how that almanac is distributed?

A. It is sold at 50 cents per copy and it is mailed—that is, I think that was the price over a period of years—and it is mailed to different parts of the country. Wherever a subscription is sent in.

Q. Mr. Andrzejewski, are you familiar with the printed minutes and proceedings of the board of directors of the Alliance?

A. Yes, sir.

Q. Where did the board of directors meet?

A. They meet at the home office at 1514 to 20 West Division Street in Chicago.

Q. How often does the board of directors meet?

A. Twice a month.

Q. Now, are the minutes of their proceedings printed up?

A. Yes, sir.

Q. Now, how often are they printed up?

A. I believe twice a month, right after each meeting.

Q. What sort of a document is made up of those proceedings?

A. It is printed, printed copy, printed pamphlet consisting on an average of about, I would say, 64 pages.

Q. How is this printed document distributed?

A. Every member of the board of directors and every commissioner and member of the supervisory council gets a copy of it, and then copies were sent out to all presidents of councils all over the country.

Q. Now, you mentioned commissioners. Who are commissioners of the Alliance?

A. There are sixteen commissioners, one vice-commissioner and two lady commissioners, a censor and a vice-censor. They constitute the board of—rather the supervisory council.

Q. How many all together are there on this supervisory council?

A. Twenty-one.

Q. And you say all of these twenty-one people receive these copies of the printed minutes of the board of directors?

A. Yes, sir.

Q. Now, how many of these twenty-one persons who are on the supervisory council reside outside of the State of Illinois?

A. All but three.

Q. Then you also mentioned that these printed records of minutes of the board of directors are sent to presidents of councils, is that correct?

A. Yes, sir.

Q. What do you mean by that?

A. Well, we have about 190 councils. In each council we have various numbers of lodges, some of them as high as 30, 32, others only just a few. And there is a president of each council. In other words, we have about 160 councils outside of the State of Illinois.

Q. The president of each of these councils receives a copy of these printed board of directors minutes?

A. Yes, sir.

Q. You said there was a total of about 190 councils?

A. 190 councils.

Q. And 190 presidents of councils, is that correct?

A. Yes.



Q. How many of these presidents of councils reside out of Illinois?

A. I would say about 160. I did not check on that number.

[fols. 16-44] Q. That is your approximation?

A. Very close to it.

[fol. 45] By Mr. Asher:

Q. Are you a reader of the Polish Daily Zgoda?

A. Yes, sir.

Q. To get back, Mr. Andrzejewski, this Weekly Zgoda, of which we introduced a masthead as Board's Exhibit No. 19, how often does that appear?

A. The weekly appears once a week. That is mailed to all members of the Polish National Alliance.

Q. As of what date in the week is it dated?

A. The members, as a rule, receive their papers on a Thursday of each week.

Q. Is it dated Thursday, or is it dated some other day?

A. It is dated Sunday. That is, the Thursday preceding Sunday, I meant.

Q. You mean you receive it on Thursday preceding the Sunday upon which it is dated?

A. Upon which it is dated, yes, sir.

Mr. Asher: I ask that this be marked Board's Exhibit No. 21, for identification.

(Thereupon, the document above referred to was marked "Board's Exhibit No. 21," for identification.)

Mr. Asher: I have had marked Board's Exhibit No. 21, for identification, a masthead of the Polish Daily Zgoda. I offer the document in evidence as Board's Exhibit No. 21.

Mr. Harris: No objection, sir.

Trial Examiner Hektoen: It may be admitted.

(The document above referred to heretofore marked for identification "Board's Exhibit No. 21" was received in evidence.)

By Mr. Asher:

Q. I show you, Mr. Andrzejewski, what has been marked Board's Exhibit No. 21; can you give me the literal translation of the "Dziennik Zwiazkowy"?



A. Well, Alliance Daily.

Q. Will you give me, spelling it out in English, the Polish name of the Polish National Alliance?

A. The Polish National Alliance?

Q. Yes, in Polish:

A. Związek Narodowi Polski.

[fol. 46] Q. Now, just spell that out for us.

A. Z-w-i-a-z-e-k N-a-r-o-d-o-w-i P-o-l-s-k-i.

Q. The second word in the masthead, Board's Exhibit No. 21, means "of the Alliance" or something of that kind?

A. Yes.

Q. What does it mean?

A. This here, that means Alliance.

Q. Showing you Board's Exhibit No. 21, will you tell me what the emblem is in the middle between the two words?

A. That is an exact duplicate of the emblem I have got right here. That is the official emblem of the Polish National Alliance.

Q. Tell me, who is the editor of the Polish Daily Zgoda?

A. The editor of the Daily is Mr. Karol Piatkiewicz.

Q. That is the same as the Weekly Zgoda?

A. Yes, sir.

Q. Will you tell me who is the manager of the Polish Daily Zgoda?

A. Mr. Stanley Swierczynski.

Q. The same manager as of the Weekly Zgoda?

A. Yes, sir.

Q. You say you are a reader of the Polish Daily Zgoda?

A. Yes, sir.

Q. Where do you buy it?

A. The daily is on the stands.

Q. The news stands in Chicago?

A. Yes.

Q. Have you seen it on news stands outside of Chicago?

A. Yes, I saw the papers in Indiana on the news stands, Gary, East Chicago, Hammond.

Q. Hammond, Indiana?

A. Hammond, Indiana. I believe they are also on the stands in Detroit.

Q. Does the Polish Daily Zgoda have a wire service?

A. Yes, the United Press.

Q. Does the Polish Daily Zgoda publish several editions that you know of?

A. Yes. For instance, the country edition is sent out to Indiana. Our trucks deliver them there. We omit some of the news items pertaining to the Chicago districts and insert news items pertaining to Indiana.

[fols. 47-87] Q. For instance, different lodge meetings and activities?

A. Yes.

Q. What days of the week is the Polish Daily Zgoda printed?

A. What date?

Q. What days of the week?

A. What days of the week? Oh, all days of the week except Sunday, six days a week.

Mr. Asher: It is stipulated and agreed between counsel for the Board and counsel for the Respondent that the Alliance Almanac for 1941, which is the latest Almanac, carries within it on page 205, an ad in Polish, the translation of which is as follows:

"Dziennik Zwiazkowy, published by Polish National Alliance—largest Polish organization in the world—single number three cents, Saturday edition five cents, annual rate out of town \$5.00, Saturday edition included, \$6.50, Saturday edition only \$2.50."

[fol. 88] JOSEPH GAJDA, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination:

Q. While you were in the auditing department, there has been a little confusion, what do these auditors do?

[fols. 89-102] A. Well, as monthly reports come back from the different lodges of the P.N.A. the auditors recheck the reports and correct all mistakes that are made by the different secretaries in the lodges, and also make all of the different changes that come up on a report.

Q. What sort of information is there on these reports?

A. You have first of all the lodge number, then you have city and state, you got name of the member, his amount of insurance, his date of entry, his date of the expiring of

the certificate if it is 20 year term, 20 year payment, monthly premium, annual premium, or whatever it happens to be.

Q. These auditors check the various reports?

A. That is right.

[fols. 103-104] / JOSEPH LOPATOWSKI, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination:

[fol. 105] Q. Have you ever worked in the office of the Alliance, the Polish National Alliance?

A. It was in 1938 I came back to work in the offices of—in the home office of the Polish National Alliance.

Q. What was your job in the office?

A. Well, they gave me a job as shipping clerk and all around man. I worked there for about two or three months, then they promoted me to be correspondent in the loan department.

Q. You were handling correspondence with respect to loans?

A. I handled the correspondence in connection with the loans made on the certificates.

Q. Where do these applications for loans come from?

A. They came from all over the country, from all of the States the P.N.A. does business with.

Q. And these are applications for loans on certificates?

A. Yes, sir.

Q. And you would handle the correspondence with these people?

A. Yes. Yes, I handled the correspondence and I took care of loan applications. I made out the applications and prepared them and when the application was ready for check—when the checks were supposed to be made I gave them to Mr. Niemiec because he was in charge of the department and he made out the checks and made them to their members.

[fols. 106-197] Q. Do all applications for loans come through the Chicago office?

A. Yes, they all have to come to the main office.

Q. And all of the checks go out from the Chicago office on loans?

A. All of the checks are sent out from the main office to the secretaries of the groups.

[fol. 198] Mr. Asher: I have had marked, Mr. Examiner, as Board's Exhibit 35 for identification a stipulation which has been entered into between counsel for the Board and counsel for Respondent with respect to certain of the facts as to the business of the Respondent. I offer the document in evidence as Board's Exhibit 35.

Mr. Harris: That is our stipulation.

Trial Examiner Hektoen: It may be admitted.

(The document heretofore marked "Board's Exhibit No. 35," for identification, was received in evidence.)

Mr. Asher: I have had marked as Board's Exhibit No. 36 for identification a statement which has been prepared at my request by respondent, showing the number of certificates and the amount of insurance in force as of December 31st, 1941, divided as to the places in which the Respondent is licensed to do business.

Trial Examiner Hektoen: 26 states.

Mr. Asher: It is 26 states, the District of Columbia, and Manitoba, Canada.

I offer the document in evidence as Board's Exhibit No. 36.

Mr. Harris: No objection.

Trial Examiner Hektoen: It may be admitted.

(The document heretofore marked "Board's Exhibit No. 36," for identification, was received in evidence.)

Mr. Asher: I have had marked as Board's Exhibit No. 37 for identification a statement which has been prepared by the Respondent showing traveling expenses out of the State of Illinois during the year of 1941. This document has been prepared at my request as an explanation of Item 19 of the annual report, which covers field supervision and traveling expenses. Board's Exhibit 37 for identification shows merely the portion of that item for outside the State of Illinois.

Trial Examiner Hektoen: Does this tell you what was spent for traveling exclusively outside of the State of Illinois, or does it include travel getting to the border [fol. 199] of Illinois, and getting back, and so on? It covers the whole trip, I suppose.

Mr. Bronars: It does.

Trial Examiner Hektoen: It includes the travel from Chicago and return. Well, it may be admitted without objection.

(The document heretofore marked "Board's Exhibit No. 37" for identification, was received in evidence.)

Mr. Asher: I have had marked as Board's Exhibit No. 38 for identification a statement prepared by the Respondent showing advertising, printing, and stationery expenses outside of the State of Illinois during the year 1941. This statement was prepared by the Respondent at my request as a breakdown of Item 29 of the Annual statement, which covers advertising, printing and stationery costs for the year 1941. Board's Exhibit No. 38 for identification covers that portion of the advertising, printing and stationery which was for outside the State of Illinois.

Is that correct, Mr. Harris?

Mr. Harris: If the Examiner please, I am informed that Board's Exhibit No. 38 shows the advertising and printing outside of the State of Illinois. That is what you were asking?

Trial Examiner Hektoen: For what purpose, to advertise what?

Mr. Harris: Membership campaigns.

Trial Examiner Hektoen: The stationery was used for the same purpose?

Mr. Harris: Yes.

Trial Examiner Hektoen: It may be admitted without objection.

(The document heretofore marked "Board's Exhibit No. 38," for identification, was received in evidence.)



[fol. 200] JAMES M. ALGOZINO, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Asher:

Q. State your name.

A. James M. Algozino.

Q. Where do you live, Mr. Algozino?

A. 732 West 62nd Street, Chicago, Illinois.

Q. What is your occupation?

A. Business representative, Office Employees Union, Local 20732.

Q. As a business representative of the Office Employees Union, did you have occasion to take part in a conference with officials of the Polish National Alliance?

A. Yes, we did. On March 26th, 1941, we had a conference.

Q. Would you know whether that was the first time that any representative of the union approached an official of the company?

A. Yes, that was the first time.

Q. You were present at that conference?

A. Yes, sir.

Q. Who else was present at the conference?

A. Mr. Ackerman, who at that time was business representative of the same local.

[fol. 201] Q. Who else was present?

A. Mr. Rozmarek and Mr. Midowicz of the Polish National Alliance.

Q. Tell us what took place at that conference.

A. Mr. Ackerman advised Mr. Rozmarek and Mr. Midowicz that the Office Employees Union represented a majority of the office employees of the Polish National Alliance, and we were there to obtain union recognition on behalf of these people.

Mr. Rozmarek replied that he knew that the union did not represent the majority of these people and that if the union represented anyone at all, it was a small group of dissatisfied, disgruntled drones, as he put it.

Mr. Ackerman then asked Mr. Rozmarek if he thought that were true, he would consent to an election to determine whether or not we represented a majority.



Mr. Rozmarek said he would not consent to an election and that he contended—even if the union did represent a majority of the office employees of the Polish National Alliance, he would not recognize the union anyway.

That was about all.

Q. Did he say why he wouldn't recognize the union?

A. Well, he said that he thought that Polish National Alliance being a fraternal organization did not come within the scope of the National Labor Relations Board.

Mr. Asher: That's all, Mr. Harris.

Mr. Harris: No cross.

Mr. Asher: The Board rests.

[fol. 202]

#### OFFERS IN EVIDENCE

-Mr. Harris: If the Examiner will give us about five minutes, I may be able to shorten the proof on certain documents I want to submit to counsel.

Trial Examiner Hektoen: We will have a five minute recess.

(A short recess was taken.)

Trial Examiner Hektoen: We will be in order, please.

Mr. Harris: If the Examiner please, I desire to offer in behalf of Respondent the original, that is a certified copy of the charter of the Polish National Alliance of the United States of North America, being the Respondent in this case, as Respondent's Exhibit No. 1.

(Thereupon the document above referred to was marked as "Respondent's Exhibit No. 1," for identification.)

Mr. Asher: I have no objection to that, Mr. Examiner.

Trial Examiner Hektoen: It may be admitted.

(The document heretofore marked "Respondent's Exhibit No. 1," for identification, was received in evidence.)

Mr. Harris: We ask leave, if the Examiner please, to withdraw these originals we are offering in evidence and substitute true copies thereof.

Mr. Asher: No objection, Mr. Examiner.

Trial Examiner Hektoen: That may be done.

Mr. Harris: We now offer in evidence as Respondent's Exhibit No. 2 the certified copy of the amendments to the articles of incorporation of Respondent, Polish National Alliance of the United States of North America, under which amendments at the time of the happenings in this case and now, the Respondent is operating.

(The document above referred to was thereupon marked as "Respondent's Exhibit No. 2," for identification.)

Mr. Asher: No objection.

Trial Examiner Hektoen: It may be admitted.

(The document heretofore marked "Respondent's Exhibit No. 2," for identification, was received in evidence.)

[fol. 203] Mr. Harris: We offer in evidence as Respondent's 338 Exhibit No. 3, the official constitution and by-laws of Respondent, which are attached as an exhibit to our answer, but for the convenience of the Board and the Examiner we offer these as separate exhibits.

Trial Examiner Hektoen: I think that their being attached to the answer would be sufficient for your purpose.

Mr. Harris: All right, sir.

Trial Examiner Hektoen: I suggest you withdraw that offer.

Mr. Harris: I withdraw the offer on the statement of the Examiner.

The Respondent asks the Trial Examiner to take judicial notice of Article XVII of the Illinois Insurance Code 1913, which is now Chapter 73 of the Revised Statutes of Illinois, the code being compiled under the direction of the Department of Insurance, and Article XVII, containing Sections 282 to 315, inclusive, and we are calling particular attention of the Examiner to Sections 282 to 285, inclusive, Section 288, 289, 294, sub-paragraph B of 296, Section 298, and Section 301.

We ask to submit the sections I have just mentioned and which have been typewritten as copies from the Code as our exhibit in this case.

Mr. Asher: You are offering this as Respondent's Exhibit No. 3?

Mr. Harris: Yes.

Mr. Asher: I have no objection to Respondent's Exhibit No. 3 as a matter of convenience, setting forth those

sections. I do, however, want it clear, Mr. Examiner, that on the basis of the request that the Examiner take judicial notice of the entire section which pertains to fraternal benefit societies, that I am protected in that being called to your attention, and that I can argue in briefs or to the Board any of the pertinent sections of the statute.

Trial Examiner Hektoen: Yes.

Mr. Harris: That is understood.

[fol. 204] Trial Examiner Hektoen: Then the exhibit may be admitted on that basis as Respondent's Exhibit No. 3.

(The document above referred to was thereupon marked as "Respondent's Exhibit No. 3," and was received in evidence.)

Mr. Harris: I desire to offer in evidence as Respondent's Exhibit No. 4 the original articles of incorporation of Alliance Printers & Publishers, Incorporated, with a request for leave to make a true copy and substitute that.

Mr. Asher: I have no objection, Mr. Examiner.

Trial Examiner Hektoen: The exhibit is admitted and the substitution may be made.

(The document above referred to was thereupon marked as "Respondent's Exhibit No. 4," and was received in evidence.)

Mr. Harris: Mr. Bronars.

JOSEPH C. BRONARS, a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Harris:

Q. State your name.

A. Joseph C. Bronars.

Q. Where do you live?

A. 2257 North Sawyer.

Q. Chicago?

A. Chicago, Illinois.

Q. What official position, if any, do you hold with Respondent, Polish National Alliance?

A. I am the comptroller.

Q. That is spelled "c-o-m-p-t-r-o-l-l-e-r."

A. It is c-o-m-p-t-r-o-l-l-e-r.

Q. How long have you been comptroller?

A. I have been comptroller since the 1935 convention. Prior to that, I have been the auditor.

Q. How long have you been employed by the Polish National Alliance, Mr. Bronars?

A. Since 1929.

Q. What are your duties, briefly?

A. I am in charge of the accounting, the preparation of [fol. 205] the annual statement, all book-keeping, general book-keeping, and general supervision of the offices.

Q. How long have you been a member of the Alliance?

A. I have been a member of the Alliance for about 24 or 25 years.

Q. You are familiar, are you, Mr. Bronars, with the general setup and working arrangements of the Alliance?

A. I am.

Q. Just so that we get it very briefly, the Alliance consists of a number of lodges, does it?

A. That's right.

Q. These lodges are locally all over the United States, are they?

A. They are.

Q. And they consist of what?

A. Councils.

Q. No, the lodges.

A. Members.

Q. The members of the Alliance?

A. Yes.

Q. Coming to that, now, I call your attention to the phrase "social member." What is a social member?

A. A social member was originally a member who did not carry any insurance, but merely was a member and paid only a certain amount to the expense fund, 21 cents.

Q. I take it he had admission to your lodges, to your ritual, and so forth?

A. Yes.

Q. But he carried no benefit certificate?

A. That's right.

Q. Has there been a change in that status?

A. There has been.

Q. As to the admission of social members?

A. Yes.

Q. That was taken, was it, at the behest of the insurance department?

A. I believe so, yes.

Q. Now, as I understand it, no new social members are admitted is that right?

A. That's right.

Q. Will you tell us about how many social members there are who were in under the old regime?

A. Probably around 1,500.

Q. Mr. Bronars, what is the average size of a lodge, or is there any average size?

A. There is no average size of the lodge. They run from 25 to a thousand or more.

[fol. 206] Q. The lodge has its own officers, does it?

A. It has, yes.

Q. And a certain amount of independent action within the lodge, is that right?

A. The lodge has self-government.

Q. Self-government?

A. It rules itself.

Q. Are these lodges grouped into councils?

A. They are, yes.

Q. About how many lodges go to a council, or is it arbitrary?

A. It depends on the locality and the number of lodges within a certain radius of miles. Some councils have only two or three lodges, others have as high as 50 lodges.

Q. How does one become a member of the council?

A. By paying certain dues to the council.

Q. Are the lodges in a council, is that the whole lodge, or is that just certain persons who are delegates?

A. Delegates from the lodges constitute the council.

Q. And those delegates, are they elected?

A. They are elected by each lodge.

Q. Do the councils elect anyone?

A. The councils, their own officers.

Q. Yes, and anyone else?

A. As far as I know, that's all.

Q. What is the convention?

A. The convention consists of delegates elected by the membership through the councils on the basis of, I believe it is 600—one delegate for each 600 or major fraction thereof.

Q. 600 members?

A. Or major fraction.

Q. Or major fraction?

A. I am not sure about that.

Q. That is near enough. It is an elective body, is it?

A. It is an elective body.

Q. And it meets how often?

A. It meets every four years.

Q. And where does it meet?

A. It meets in the city designated by the previous convention.

{fols. 207-211] Q. And that city may be in various parts of the United States?

A. That city may be in various parts of the United States, yes.

Q. It has, has it not, the supreme power, legislative, judicial and executive, while it is in session?

A. It has, yes.

Q. Among the people who are elected by the convention, will you name the principal persons who come up for election?

A. The censor, the president, the general secretary, the treasurer, the two vice presidents, a woman vice president and a man vice president, the directors, eleven directors, three of which are out of the State of Illinois, and in addition to that, the commissioners are elected by the convention.

Q. Who are these commissioners?

A. The commissioners are what they call the supervisory council.

Q. They are the persons who form the supervisory council, is that right?

A. They are members of the supervisory council.

Q. Are they elected in the convention?

A. They are, yes.

Q. How often does the supervisory council meet?

A. They meet as often as the censor calls them together, or the majority of the commissioners request a meeting.

Q. Do they have, apart from a special call, any stated times of meeting?

A. I don't believe so. I am not sure of that.

Q. The convention, as I understand, meets once every four years, is that right?

A. That's right.



Q. Coming now to the president and the directors, where do they have their chief office?

A. In Chicago, Illinois.

[fol. 212] Q. Now, Mr. Bronars, do you know the school at Cambridge Springs?

A. I do.

Q. What is the name of that school?

A. Alliance College.

Q. How is that school maintained?

A. It is maintained by monthly contributions by members out of their dues.

Q. Do you have charge of the funds that are received?

A. I have, yes, sir.

Q. And you know of the disbursement of the funds?

A. I do.

Q. Briefly, what is the aim of the school, just what do they do there?

A. The aim of the school is to provide education for members, children of members, at a nominal fee, high school and college education.

Q. How big is the school?

A. The school is—what do you mean by that?

Q. In numbers.

A. Numbers of students?

Q. Students, yes.

A. You mean of students?

Q. The average number.

A. Right now there is about a hundred. There used to be as high as three hundred.

Q. I show you what I will ask to have marked Respondent's Exhibit No. 6 for identification.

(Thereupon the document above referred to was marked as "Respondent's Exhibit No. 6," for identification.)

By Mr. Harris:

Q. I show you now Respondent's Exhibit No. 6 for identification, and will ask you if at my request you have prepared a statement showing the disbursements for mortuary claims and various other activities, national purposes, relief purposes, commissions and departments, civic manifestations and memorials, being a record of the disburse-

ments of funds of the Alliance from the organization in 1880 to December 31st, 1940; did you prepare such a document?

(Handing document to witness.)

A. Yes, I had this prepared in my department.

[fol. 213] Q. Is respondent's Exhibit No. 6, for identification, the document in question?

A. Yes.

Q. And does this truly show from the records of the Polish National Alliance the disbursements?

A. It does, yes, sir.

Mr. Harris: I offer Respondent's Exhibit No. 6 for identification in evidence as Respondent's Exhibit No. 6.

Mr. Asher: Mr. Examiner, I object to the offer of Respondent's Exhibit No. 6 on the grounds it is immaterial and irrelevant to the issues in this case, doesn't cover any portion of the time with which we are involved in this case.

Mr. Harris: I was coming to that. If that is the only objection, we will be very happy to submit the figures for 1941, if the exhibit is otherwise admissible.

Mr. Asher: I think the entire exhibit, regardless of the amount of time covered, is entirely immaterial and irrelevant to the issues in this case.

Trial Examiner Hektoen: Mr. Harris, we have before us here a question of whether or not the Respondent, assuming it to be subject to the jurisdiction of the Board, has committed certain unfair labor practices. How does this list of disbursements from 1880 to 1940, even if it included 1941, aid us to arrive at any conclusion on that?

Mr. Harris: The exhibit is directed to the contention of the Respondent that it is not under the Act.

Trial Examiner Hektoen: A jurisdictional proposition?

Mr. Harris: Yes.

Trial Examiner Hektoen: Will you please tell me how it is to be considered as disproving the jurisdiction of the Board?

Mr. Harris: Yes. We are an organization not for profit, with our main object—

Trial Examiner Hektoen: This is tending to prove that?

Mr. Harris: That's right, our activities.

Trial Examiner Hektoen: What do you think about that, Mr. Asher?

[fols. 214-216] Mr. Asher: I don't think there is anything under the Act that in any way excludes jurisdiction over fraternal associations. I don't think the exhibit in any way bears upon the issue of the Board's jurisdiction.

Trial Examiner Hektoen: If Mr. Harris thinks it tends to uphold his contention on the jurisdiction, I think it ought to be admitted.

(The document heretofore marked "Respondent's Exhibit No. 6," for identification, was received in evidence.)

Mr. Harris: Your Honor, we will ask leave tomorrow to give the figures for 1941 on the same basis.

Trial Examiner Hektoen: Surely.

[fols. 217-222] Q. Who is J. Fafara?

A. J. Fafara is the organizer who looks after the membership to see that the commissions are paid to those who obtain the members.

Q. That is, if a person brings in a member and is entitled to commissions, Mr. Fafara's department takes care of that, is that so?

A. That's right.

Q. How many are there in Mr. Fafara's department in the office of the P. N. A.?

A. Offhand, I don't know. There is about three or four.

Q. Do you know what it consists of, I mean, what do they do there?

A. Well, they prepared the list of members, who the members are obtained by, and the compensation or the premium for the members.

Q. Do they have space in the office?

A. They have, yes.

Q. Does Fafara have a desk or an office?

A. He has, yes.

[fol. 223] Q. In your position of comptroller, Mr. Bronars, do you have occasion to audit the accounts of the Alliance Printers and Publishers, Incorporated?

A. I have, yes.

Q. Have you had occasion to do that ever since its incorporation?

A. I did.

Q. So that we get the history of this thing, before the incorporation of the Alliance Printers and Publishers, will

you state whether or not there was a printing and publishing department in the Polish National Alliance itself?

A. Yes, there was.

Q. For how long, if you know, had that gone on before the incorporation of the Alliance?

A. That has been going on for, I think it was since the start of the publication of the Daily, up to and including the incorporation of the Alliance Printers and Publishers.

Q. When was the start of the publication of the Daily, if you know?

A. I do not know exactly.

Q. Was it some years—

A. It was prior to my time.

Q. So that when you came, there was a daily?

A. It was already there.

Q. Did the department—what was that department called?

A. Printing Department, printing and publication department.

Q. Did that also publish a Weekly?

A. It did.

Q. The Weekly Zgoda?

A. It did, yes, it did.

Q. Was there a Weekly Zgoda when you came to work for the Polish National Alliance?

A. There was, yes.

Q. You were employed by the Polish National Alliance at the time of the incorporation of the Alliance Printers and Publishers, I think you said?

A. Yes.

Q. I call your attention to the fact that the first name of the Alliance Printers and Publishers was Corporation of Polish National Alliance of the United States of North America, Publications, was that the name that was given?

A. That was the original corporate name.

Q. And under that name it assumed a corporate entity, did it?

A. It did, yes.

Q. And that name was afterwards changed by amendment of the articles to Alliance Printers and Publishers, Incorporated?

A. That's right.

Q. From the time of the incorporation, which was apparently in 1933—is that right?

A. It was incorporated prior to the operations of the corporation. It did not start to operate until May 1st, 1934. It was incorporated prior to—

[fol. 225] Q. To its starting business?

A. That's right.

Q. All right, sir. After it began business as a corporation, did you have charge of the auditing of the accounts?

A. I did, yes.

Q. Will you state whether or not since 1934, the beginning of operations, the books and accounts of Alliance Printers and Publishers have been kept strictly separate from any books and accounts of the Polish National Alliance?

A. Yes, they have.

Mr. Asher: I am going to object, Mr. Examiner, as calling for a conclusion. If he wants to ask them if they have a separate set of books, all right.

Mr. Harris: That's all right.

Mr. Asher: If he starts saying "strictly separate", I am going to object.

Mr. Harris: That's all right. I will ask him if they have separate books.

Mr. Asher: I move to strike the answer.

Mr. Harris: No objection. The question is withdrawn. We have no objection to striking the answer.

Trial Examiner Hektoen: Very good.

By Mr. Harris:

Q. Will you state whether or not, after the inception of the corporation and its beginning activities in 1934, a separate set of corporate books and records was kept?

A. They were.

Q. And you are the man in charge of that, is that right?

A. Yes.

Q. Coming to the corporate structure, who holds the stock, if any, of the corporation?

Mr. Asher: I object, Mr. Examiner. I think we are again going into the material that is covered by our stipulation and by the documentary proof. Right now I think it is rather a misleading question. I don't know what corporation we are talking about.



Trial Examiner Hektoen: Who holds the stock in the Alliance Printers?

Mr. Harris: That is what I meant.

[fol. 226] Trial Examiner Hektoen: Isn't that shown to be held by the directors?

Mr. Harris: The question is preliminary, and it is simply to get the picture before you.

Trial Examiner Hektoen: All right.

Mr. Harris: I know there are certain things in the stipulation, but this will be brief.

By Mr. Harris:

Q. Who holds the stock?

A. The directors of the Polish National Alliance.

Q. By the way, the officers and directors of the Polish National Alliance are all directors of the Polish National Alliance?

A. That's right.

Q. There are fifteen persons?

A. Fifteen persons.

Q. As I understand the history of this thing, before 1941, sometime before 1941, that stock was held rather differently from the way it is now, is that right?

A. That's right.

Q. It was held in different proportions, is that right?

A. It was, yes.

Q. But at the present time, as we have stipulated, each director has three shares and the president has an extra five?

A. That's right.

Q. There is, I believe, a separate board of directors?

A. There is.

Q. And do you keep separate minutes of that board?

A. We do, yes.

Q. Now, who is the business manager of the Alliance Printers and Publishers?

A. Mr. Stanley Swierczynski.

Q. Was he the manager in March, 1941?

A. Yes, he was.

Q. With reference to the employees of the Alliance Printers and Publishers, who does the hiring and the firing?

A. Mr. Swierczynski.

Q. In his capacity as manager?

A. Yes.



Q. Just so we get the picture all together here, who appoints the manager?

A. The board of directors of the Alliance Printers and Publishers.

[fols. 227-228] Q. That is all governed by the by-laws of the Alliance, isn't it?

A. Yes.

Q. And it is in there?

A. Yes.

Q. Editorial staff, I believe, is appointed by the Censor?

A. That's right.

Q. While we are at it, just what is the Censor, just what is he?

A. The Censor is a more or less honorary position with the power to supervise the action of the board, and in case of any discrepancy or any action by the board which in his opinion is contrary to the constitution, he has the power to veto, which veto can be abolished by the board by a two-thirds majority.

[fol. 229] Cross-examination.

By Mr. Asher:

Q. Mr. Bronars, I believe you stated somewhere that there were eleven directors. Will you tell us how many directors there are of the Polish National Alliance?

A. That is a mistake. It should be ten.

Q. There were ten directors?

A. Eleven was a mistake. There were ten. There is five officers. There is the president, two vice-presidents, general secretary and treasurer, and there is ten directors.

Q. Then the total board of directors is made up of fifteen?

A. Fifteen all together.

Q. Five of whom are officers?

A. That's right.

Q. Ten being merely members of the board?

A. That's right.

Q. Out of these ten directors, how many reside out of the State of Illinois?

A. Three.

[fol. 230] Q. That is provided under the constitution?

A. Yes, three of them are required by the constitution to be elected from outside of the State.

Q. The school at Cambridge Springs, Alliance College, isn't that a separate corporation?

A. It is.

Q. Under what State, is that incorporated?

A. Pennsylvania.

Q. You have been telling us about the library. I call your attention, on Respondent's Exhibit No. 6, there is the statement that there has been spent over \$101,000 for the P.N.A. library in Chicago. Does that refer to this library in the basement of the P.N.A. building?

A. That's right.

Q. You don't have any other library in Chicago, do you?

A. No, we haven't got—what we do is give out books to libraries in Chicago as a donation.

Q. But this is—

A. That is principally the library that we have in the building.

Q. By this you meant the sum of \$101,000 refers to expenses in connection with the library in this building?

A. That's right.

Q. Mr. Fafara, he is in charge of the organizers throughout the country, is he not?

A. I don't know whether he—I don't think he is in charge. He is merely—he merely sends out pamphlets, he prepares pamphlets, prepares various rate books which he distributes to the different people that are working to get new members.

[fol. 231] Q. He prepares the literature which you send out throughout the country to your organizers?

A. That's right. He does that and he also takes care of the premiums, to see that the premiums are paid to these people that get new members.

Q. You mean commissions?

A. Their membership premiums.

[fol. 232] Q. As I understand it, Mr. Bronars, the publications used to be handled through a printing department in the Alliance itself.

A. That's right.

Q. When was it that that printing department was changed into a separate corporation?

A. The operations were started May 1st, 1934. The incorporation was formed prior to that time.

Q. Isn't that due to the fact that under your charter powers the Alliance cannot run a newspaper, that you had to set up a separate corporation?

A. I think that was the main reason for that.

Q. Getting back to Mr. Fafara, doesn't he go around and call on and give courses to various organizers and tell them what points to stress in getting memberships and insurance?

A. Not as a regular thing. He goes off and on.

Q. But he does do some of that work?

A. He spends most of his time in the office.

. . . . .

Re-direct examination.

By Mr. Harris:

Q. In these membership dues, Mr. Bronars, just how are they allocated between the general activities of the Alliance and the insurance or fraternal-benefit department?

A. The so-called per capita dues of 21 cents are allocated as follows: To the college three cents; the repayment of the loan—there was a loan made in 1939, authorized by the convention for the relief of Poland of \$150,000, and there was also allocated to repay that loan one cent per member per month out of the 21 cents; for the convention fund, one cent; for the official publication, two and one-half cents.

Q. That official publication—

A. That is the Zgoda.

Q. That is the weekly organ?

A. Weekly official publication. For the youth department, 2-3/16 of a cent; for the educational department, one-half cent; for the relief of the aged members, one cent; for the Polish Army invalids, one-eighth cent; for welfare one-[fol. 233] eighth cent; for the women's department, one-sixteenth cent; for the council relief and organization fund, one-half cent; for the administration, six cents; for the financial secretary, three cents—which makes a total of 21 cents.

Q. The rest of the membership due is applied on the——

A. On the mortuary.

Q. On the mortuary fund?

A. That's right.

Q. Just one other thing while you are speaking. The Zgoda, as I understand it, the subscription to this Zgoda is in the membership dues?

A. Yes, that's right.

Q. Have you a record, Mr. Bronars, of any sales to the public of the Zgoda?

A. I don't know of any.

Q. You don't know of any?

A. No.

Q. Now, does the Alliance Printers and Publishers Company do any work for the Polish National Alliance?

A. Yes, they do.

Q. What do they do?

A. They do practically all of our printing, printing of our membership certificates, printing of our pamphlets, printing of our letterheads, in fact all of our printing.

Q. And do they print the Zgoda?

A. They do.

Q. In the books of the Alliance Printers and Publishers is there reflected any amounts paid by the Polish National Alliance to the Alliance Printers and Publishers for such services?

A. There is.

Trial Examiner Hektoen: I have just one or two. Did you have some more, Mr. Harris?

Mr. Harris: No.

By Trial Examiner Hektoen:

Q. There has been testimony here by witnesses for the Board that they are a member of council so and so. What does that mean?

A. They are a member of the council, they belong to the lodge that belongs to that council, which is in that council. It may be also that they may be delegates to the council from the lodge, I don't know, but being members they can be members of the lodge in that council.

[fol. 234] Q. And then you refer to yourself as a member of that council?

A. That's right.

Q. I don't find in the constitution and by-laws, from a rather superficial examination, anything about the commissioners who form the supervisory council and who are elected by the convention. Can you tell me a little bit about that?

A. Yes.

Mr. Harris: We can give that to you in a minute.

Trial Examiner Hektoen: All right.

Mr. Harris: I call the Examiner's attention to Section 118 of Article 12 of the Constitution and by-laws.

Trial Examiner Hektoen: Thank you very much.

Mr. Asher: I think, Mr. Examiner, it is probably covered better, beginning at page 39, which starts "The supervisory Council".

Mr. Harris: Yes, that covers it, too.

Trial Examiner Hektoen: Maybe I can get it more easily by asking the witness.

Mr. Harris: All right, sir.

By Trial Examiner Hektoen:

Q. How many commissioners are there?

A. I think there is fifteen or sixteen, I am not sure of that.

Q. Fifteen or sixteen, and they form the supervisory council?

A. They do, yes.

Q. Is that the supreme body?

A. Between conventions, yes.

Q. Between conventions?

A. That's right.

Q. Is that the supervisory council which the Censor can overrule?

A. No. The supervisory council has the—the Censor is the chairman of that body, of the commissioners.

Q. It is a sort of supreme court?

A. It is, over the directors.

Q. But the directors can overrule its veto?

A. They can, yes.

Q. By a two-thirds vote?

A. That's right.

[fol. 235] Q. The editorial staff of the Alliance and the Publications is appointed by the Censor, you say?

A. That's right.

Q. Does he act with the advice and consent of the Supreme Council?

A. That's right. He submits the names to the council and they approve them or disapprove them. Pardon me. The board of the Alliance Printers, if I am not mistaken, I think it is provided there that they submit the names from applications submitted to the board, to the Censor, who submits that to the supervisory council for approval.

Trial Examiner Hektoen: Thank you very much.

Mr. Midowicz: May I be permitted to correct an erroneous impression which may have existed in the Examiner's mind. The board of directors is powerless to overrule any announcement of the supervisory council. The Censor can overrule the action of the board of directors, and his veto can be overridden by a two-thirds vote, but the supervisory council pronouncements are highest and not subject to any action of the board of directors, except to conform thereto.

Trial Examiner Hektoen: Thank you.

Mr. Asher: I don't know the significance of it. I would like to call the attention of Mr. Bronars and the Examiner to page 46 of the Constitution and By-laws, subsection (6), which says that the Censor appoints the chief editor of the publications of the Alliance from three candidates presented by the supervisory council.

The Witness: I am mistaken, then. Maybe that was the practice before that.

Mr. Harris: Yes.

The Witness: I am probably not familiar with the changes in the constitution.

Trial Examiner Hektoen: Thank you. That's all the questions I have, Mr. Bronars. You may step down.

[fol. 236] CHARLES ROZMAREK, a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Harris:

Q. What is your name?

A. Charles Rozmarek.



Q. Where do you live, Mr. Rozmarek?

A. 4019 West Wellington Avenue, Chicago.

[fol. 237] Q. What if any, is your official position with the Respondent, the Polish National Alliance?

A. President.

Q. And when were you elected president?

A. In the September convention of 1939.

Q. And thereafter you were duly installed and took office?

A. That is correct. I was installed the following month.

Q. In addition to the election of yourself, will you name the other officers of the Alliance who were elected with you at that convention? That is, the principal officers.

A. Peter Koslowski, vice-president; Marie Czyz, vice-president; Alvin Szczerbowski, general secretary; Michael Romaszkievicz, treasurer; M. W. Majchrowicz, director.

Q. I will not ask you for all of the directors, Mr. Rozmarek. There were altogether elected the ten in addition to the officers, were there not?

A. We had fifteen officers elected and also a high medical examiner. The high medical examiner is not a member of the board and he has no voice in the deliberations.

Q. And who is the medical officer?

A. Doctor Sampolinski.

Q. Now, in matters of importance affecting the policy of the Alliance who makes the decisions in the first place?

A. The convention.

Q. And now coming down to the day to day operation of the Alliance in Chicago, who makes the decision in the first place?

A. The routine business is conducted by the board. The Board meets twice a month and in the interim all important matters are disposed of by the executive committee consisting of myself, the treasurer and the general secretary.

Q. Now, in decisions of importance will you state whether or not it is the practice to refer whatever tentative decisions may be made by you or the executive committee to the board?

A. That is correct.

Q. Now, is there anybody or person that has any control or supervision of decisions taken by you and the board?

A. Yes. In the first instance the board minutes have to [fols. 238-306] be approved by the Censor of the Polish National Alliance.

Q. And that is Mr. Swietlik?

A. That is right.

Q. And if there should be a question of any further carrying any decision, to what body would it go?

A. A very important decision would have to be made by the supervisory council which is our highest body between the conventions.

Q. And for final decision you would go to the convention, would you?

A. That is correct.

Q. How often did the supervisory council meet since 1939?

A. The supervisory council met, I believe in 1939, in November of 1939 in Cambridge Springs, Pennsylvania, and it met in 1940, in September, 1940 in Chicago.

Q. At whose behest is the supervisory council called, who calls the supervisory council?

A. The Censor of the Polish National Alliance.

Q. You do not?

A. No.

Q. Now, coming now to your talk with Mr. Algozino on March 26th, I believe 1941, did you communicate the substance of that talk which has already been testified to by Mr. Algozino to the Board?

A. I had no talk with Algozino.

Q. No, it was Mr. Ackerman.

A. Algozino was in the office with Mr. Ackerman in Mr. Midowicz' office. I happened to be there, but during the whole period of his stay there I don't believe—all he said was hello and goodbye. Ackerman did all of the talking.

Q. All right. Was the substance of that conversation reported to the board?

A. That is correct.

Q. Did you receive any direction from the board to take any different action from what had been taken by you?

A. No.

Q. Now has there been—I think you said the last meeting of the supervisory council was 1940, that is right, is it not?

A. That is right.

[fol. 307]

## BOARD'S EXHIBIT No. 1

UNITED STATES OF AMERICA

Before the National Labor Relations Board

National Labor Relations Board Case No. XIII-C-1692

In the Matter of POLISH NATIONAL ALLIANCE OF THE UNITED  
STATES OF NORTH AMERICA

and

OFFICE EMPLOYEES' UNION No. 20732, A. F. of L.

## COMPLAINT

It having been charged by Office Employees' Union No. 20732, A. F. of L., hereinafter called the Union, that Polish National Alliance of the United States of North America, hereinafter called the respondent, has engaged in and is now engaging in certain unfair labor practices affecting commerce, as set forth and defined in the National Labor Relations Act, 49 Stat. 449, hereinafter called the Act, the National Labor Relations Board, by the Regional Director for the Thirteenth Region, as agent for the National Labor Relations Board, designated by the National Labor Relations Board Rules and Regulations—Series 2, as amended, for its Complaint against the respondent hereby alleges the following:

1. The respondent is a fraternal benefit society incorporated under the laws of the State of Illinois. The respondent has its main office in Chicago, Illinois.

2. The respondent is, among other things, engaged in (1) the operation of a death, disability, and accident insurance business, (2) the publication of a weekly newspaper and a daily newspaper, and (3) in the investment of its funds in real estate and a variety of securities. The respondent is licensed to conduct its insurance business in 26 states of the United States, in the District of Columbia, and in Manitoba, Canada, and it writes insurance, collects premiums, [fol. 308] and pays out benefits in all the states and territories in which it is licensed. The respondent's insurance business is managed and directed by its directors and of-

ficials located at its office in Chicago, Illinois. The newspapers which are published by the respondent are printed in Chicago, Illinois, and are circulated throughout the United States. The respondent's cash is kept on deposit in commercial banks in Illinois, Indiana, and Michigan. The respondent owns real estate mortgages and notes secured by real estate in Illinois, Indiana, Michigan, and Wisconsin. The respondent owns real estate located in Illinois, Indiana, Michigan, New York, and Wisconsin. The respondent owns United States Government Bonds, bonds of United States political subdivisions covering issues of 16 states, and securities issued by railroads, public utilities, and large manufacturing and industrial corporations which operate on a nation-wide basis.

3. The Union is a labor organization within the meaning of Section 2 (5) of the Act.

4. In order to insure to the employees of the respondent the full benefit of their right to self-organization and to collective bargaining and otherwise to effectuate the policies of the Act, all office employees at the respondent's Chicago, Illinois, office, excluding janitors, attorneys, the manager of the real estate department, the inspector of the rent collection department, rent collectors, the chief organizer of the organization department, the personal secretary to the General Secretary, the confidential secretary to the Censor (employed in Milwaukee, Wisconsin), the assistant secretary (administrative) to the General Secretary, the assistant (administrative) to the Treasurer, librarians, and the photostat operator, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act, hereinafter called the unit.

5. On and before March 26, 1941, a majority of the employees in the unit designated or selected the Union as their representative for the purposes of collective bargaining with the respondent, and at all times since that date the Union has been the representative for the purposes of collective bargaining of a majority of the employees in the unit [fol. 309] and, by virtue of Section 9 (a) of the Act, has been and is now the exclusive representative of all the employees in the unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

6. On or about March 26, 1941, the Union requested the respondent to bargain collectively in respect to rates of pay, wages, hours of employment, or other conditions of employment with the Union as the exclusive representative of all the employees in the unit. On or about March 26, 1941, and at all times thereafter, the respondent did fail and refuse and continues to fail and refuse to bargain collectively with the Union in that it did fail and refuse and continues to fail and refuse to recognize or negotiate with the Union as the exclusive representative of all of the employees in the unit in respect to rates of pay, wages, hours of employment, or other conditions of employment.

7. By the acts set forth in paragraph 6 hereof, the respondent did engage in and is engaging in unfair labor practices within the meaning of Section 8 (5) of the Act.

8. The respondent, by its officers and agents, on or about October 6, 1941, did discharge Anna Owsiak, and has since refused to employ her, for the reason that she joined and assisted the Union and engaged in concerted activities with other employees in the Chicago, Illinois, office of the respondent for the purpose of collective bargaining and other mutual aid and protection.

9. By the acts set forth in paragraph 8 hereof, and each of them, the respondent did discriminate and is discriminating in regard to the hire and tenure of employment and terms and conditions of employment of said Anna Owsiak, and did discourage and is discouraging membership in the Union, and did thereby engage in and is thereby engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

10. The respondent, from on or about April 1, 1941, and at various times thereafter up to and including the date of the issuance of this Complaint, has warned and discouraged its employees against affiliation with or activities on behalf [fol. 310] of the Union, has interrogated employees concerning their union affiliations, has disparaged and expressed disapproval of the Union, and has offered wage increases to certain employees conditional upon abandoning affiliation with or activities on behalf of the Union.

11. By the acts described above in paragraphs 6, 8, and 10, and by each of the said acts, the respondent did inter-



fere with, restrain, and coerce and is interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act and did thereby engage in and is thereby engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

12. By reason of the acts of the respondent set forth in paragraphs 6, 8, and 10 hereof, the office employees of the Chicago, Illinois, office of the respondent went out on strike on or about October 7, 1941, and the said strike continued until on or about January 27, 1942. The respondent, by its officers and agents, did urge, advise, and warn its striking employees to return to work and give up their concerted activities. The strike was prolonged by the unfair labor practices of the respondent set forth in paragraphs 6, 8, and 10 hereof and set forth hereinafter in paragraph 13.

13. Henry Ziolkowski, an employee who engaged in the strike, as described in paragraph 12 hereof, on or about October 10, 1941, did make application to the respondent for reinstatement. The respondent, by its officers and agents, on or about October 10, 1941, and at all times thereafter, did refuse and fail, and has refused and failed, to reinstate the said Henry Ziolkowski for the reason that he had joined and assisted the Union and had gone out on strike on or about October 7, 1941, and had engaged in other concerted activities with other employees of the respondent for the purpose of collective bargaining and other mutual aid and protection. Said Henry Ziolkowski was also entitled to reinstatement to his former position on October 10, 1941, and at all times thereafter, for the reason that the strike, as set forth in paragraph 12 hereof, was caused by the unfair labor practices committed by the respondent, as set forth in paragraphs 6, 8, and 10 hereof.

[fol. 311] 14. The names of other employees who engaged in the strike, as described in paragraph 12 hereof, are set forth in appendix A which is attached hereto and made a part hereof. On or about January 27, 1942, and at various times thereafter, the employees named in appendix A, and each of them, did make application to the respondent for reinstatement. The respondent, by its officers and agents, on or about January 27, 1942, and at all times thereafter did refuse and fail and has refused and failed to reinstate



the persons named in appendix A, and each of them, for the reasons that they, and each of them, had joined and assisted the Union, or had gone out on strike on or about October 7, 1941, or had refused to give up their affiliation with or support of the Union during the said strike, and had engaged in other concerted activities with other employees of the respondent for the purpose of collective bargaining and other mutual aid and protection. Said employees were also entitled to reinstatement to their former positions on January 27, 1942 and at all times thereafter, for the reason that the strike, as set forth in paragraph 12 hereof, was caused and prolonged by the unfair labor practices committed by the respondent, as set forth in paragraphs 6, 8, 10, and 13 hereof.

15. By the acts set forth in paragraphs 12, 13, and 14 hereof, and each of them, the respondent did discriminate and is discriminating in regard to hire and tenure of employment and terms and conditions of employment of its employees, and did discourage and is discouraging membership in the Union, and did thereby engage in and is thereby engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

16. By the acts set forth in paragraphs 6, 8, 10, 12, 13, and 14 hereof, and each of them, the respondent did interfere with, restrain, and coerce and is interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed them in Section 7 of the Act and did thereby engage in and is thereby engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

17. The acts of the respondent set forth in paragraphs 6, 8, 10, 12, 13, and 14 hereof, occurring in connection with [fols. 312-319] the operations of the respondent described in paragraphs 1 and 2 hereof, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several states and have led to and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

18. The aforesaid acts of the respondent set forth in paragraphs 6, 8, 10, 12, 13, and 14 hereof, and each of them, constitute unfair labor practices within the meaning of Sec-

tion 8 (1), (3) and (5), and Section 2 (6) and (7) of the Act.

Wherefore, the National Labor Relations Board, on this 9th day of March 1942, issues its Complaint against Polish National Alliance of the United States of North America, the respondent herein.

Charles A. Graham, Regional Director, Thirteenth Region, National Labor Relations Board.

[fol. 320]

BOARD'S EXHIBIT No. 7

United States of America

Before the National Labor Relations Board

(Caption—Case No. XIII-C-1692)

Answer of Respondent, Polish National Alliance of the United States of North America to the Complaint, as Amended

The Respondent, Polish National Alliance of the United States of North America, answering says:

I. It admits paragraph 1.

2. It denies that it is engaged in the operation of a death, disability and accident insurance business, and the publication of a weekly newspaper and a daily newspaper. It admits that it invests its funds in real estate and a variety of securities. It admits that it is licensed to do its business in various States of the United States, in the District of Columbia, and Manitoba, Canada, but it denies that it writes insurance, collects premiums, and pays out benefits other than as a Fraternal Benefit Society, organized under the Statute of the State of Illinois. It denies that it conducts an "insurance business." It denies that it publishes newspapers other than the weekly official organ of the Society, which is circulated among its members whose subscription thereto is included in their membership fee. It admits that it has cash on deposit and owns certain real estate and mortgages and notes secured by real estate in Illinois and certain other States. It admits that it owns United States Government Bonds, and Bonds of United States political

subdivisions, covering issues in several States, and various securities issued by railroads, public utilities, manufacturing and industrial corporations, operating on a nation-wide basis.

- a) Respondent states that it is a Fraternal Benefit Society organized under the laws of the State of Illinois, and defined as follows:

"Every corporation, society, order, lodge, or voluntary association, without capital stock, formed, [fol. 321], organized or carried on solely for the benefit of its members and their beneficiaries, and not for profit, having a lodge system with ritualistic form of work and a representative form of government and which makes provision for the payment of benefits in accordance with this Article (Article 17, Chapter 73 R.S. of Illinois 1941, Section 894 (282), is hereby declared to be a Fraternal Benefit Society. The word "Society" as used in this Article shall mean all such Fraternal Benefit Societies."

- b) That it complies with the various sections of Article 17 of the said Insurance Code of the State of Illinois and has a lodge system and a representative form of government, and issues benefits in accordance with said Insurance Code and the Constitution and By-Laws of the respondent. That the Constitution and By-Laws of the respondent in force and effect during the period mentioned in the Complaint, as amended, and now in force and effect, are attached hereto, as part of this answer, and by reference specifically made part hereof.
- c) Respondent further states that in order to keep its members fully informed of the respondent's activities and all matters concerning the Alliance which are of interest and of importance, it publishes weekly an official organ known as "The Weekly Zgoda", the subscription to which is included in the membership dues of the members, and said Zgoda is not for sale, either to members or to the Public. That said Zgoda is published for respondent, by the Alliance Printers and Publishers, Inc., a Corporation of the State of Illinois, formed for the purpose of printing and publishing. That the said Alliance Printers and Pub-

lishers, Inc., a Corporation, publishes a certain newspaper known as the "Dziennik Zwiazkowy" which circulates throughout the various States of the Union and which is printed and published by the said Alliance Printers and Publishers, Inc., a Corporation, and not by respondent. Respondent states that the stock of said Alliance Printers and Publishers Inc., [fol. 322] is owned by the Directors of respondent, by virtue of their office as such directors, but that the said Alliance Printers and Publishers Inc., a Corporation, is a separate corporation from respondent, having its internal organization free of control by respondent.

- d) Respondent denies that it is engaged in Interstate Commerce, or any commerce, within the language and meaning of the National Labor Relations Act. It denies that it is engaged in trade, traffic, commerce, transportation or communication among the several States within the meaning of the Act, and alleges that it is a non-profit organization, with the object of carrying out the purposes set forth in the preamble of the Constitution of the Polish National Alliance, attached hereto, and to promote fraternalism among its members, and to provide death, disability, accident and other benefits to its members and their beneficiaries, as authorized by the Convention of the Polish National Alliance, and in accordance with the laws of the State of Illinois pertaining to Fraternal Benefit Societies, and that its activities, set forth in paragraph 2 of the Complaint, as amended, and which are admitted by this answer, are incident to the main purposes of the said Alliance as herein set forth, and as stated in the Constitution and By-Laws, and that such activities are not commerce for profit within the meaning of the National Labor Relations Act, and respondent therefore denies that the National Labor Relations Board has jurisdiction of this respondent and of the subject matter of the Complaint, as amended.

3. It admits paragraph 3.

4. It denies that the employees and the various classes of employees set out in paragraph 4 of the complaint, as amended, constitute an appropriate unit bargaining unit

within the meaning of Section 9 (b) of the Act, and states that in any such unit the persons and classes sought to be excluded by paragraph 4, should be included.

5. It denies that on and before March 26, 1941, the majority of the employees in an appropriate unit, designated [fol. 323] or selected the said Union as their representative for the purpose of collective bargaining, and denies that at all times since that date, said Union has been such representative, and denies that it is now such exclusive representative for the purposes set out in paragraph 5.

6. It admits paragraph 6, but states that it is not engaged in interstate commerce and therefore not subject to the jurisdiction of this Honorable Board or the provisions of the National Labor Relations Act.

7. It denies the allegations of paragraph 7.

8. It denies the allegations of paragraph 8 and states that the said Anna Owsiak was offered re-employment upon the understanding that she would not absent herself as frequently as she had done from her duties as an employee of the respondent, but the said Anna Owsiak refused to accept such re-employment upon such understanding.

9. It denies the allegations in paragraph 9.

10. It denies paragraph 10. If such expressions have been uttered, it was without the knowledge of respondent's officers.

11. It denies the allegations in paragraph 11.

12. It admits that certain employees went on strike on or about the 7th day of October 1941, and that on or about January 27, 1942, an application for reinstatement was made through the said Union. It denies that the strike was prolonged by alleged unfair labor practices of respondent as set forth in the paragraphs mentioned in paragraph 12.

13. It denies that it refused to reinstate the said Henry Ziolkowski for the reasons alleged in paragraph 13, but, on the contrary, states that it offered to re-employ Ziolkowski upon his filing a new application for employment, and denies that said strike was caused by alleged unfair



labor practices of the respondent within the meaning of the Act.

14. It denies that on or about January 27, 1942, and at various times thereafter, the employees named in appendage 8 of the Complaint, as amended, made application to respondent for reinstatement, but admits that an application [fol. 324] was made by the said Union on or about said January 27, 1942, and at a certain other time. It admits that it has not reinstated said persons upon the demand of said Union, but denies that it refuses to reinstate them because of their having gone on strike, or their alleged refusal to give up affiliation with, or support of the Union, or because of their engaging in the activities mentioned.

It states that since said strike there has been a reorganization of the work of the various departments of respondent and elimination of a number of positions and consolidation of others so that there do not now, and did not at the time of the requests for reinstatement, exist sufficient vacancies to accommodate all of the strikers should they apply for reinstatement.

The respondent further states, however, that it is willing to fill such vacancies as shall occur by such of the strikers as shall apply for reinstatement, who possess the necessary qualifications and as such vacancies occur respondent offers to notify the strikers of their existence. This offer is made without prejudice and is not a waiver of the matters of defense set up herein or any of them. Respondent further states that it has not filled any of the vacancies caused by the strikers leaving work and such vacancies that have been filled since the strike were those created by the departure of existing personnel and were not places formerly occupied by the strikers.

It denies that said employees were entitled to reinstatement to their former positions on January 27, 1942, and at all times thereafter because of the alleged unfair practices charged against respondent.

Respondent further states that the said employees are not entitled to reinstatement, among other things because of the unlawful violence committed during said strike, and which was the subject matter of a certain proceeding in the Superior Court of Cook County, Case No. 41S-17531, in which a full hearing was had as to charges of violence made by plaintiff, Alliance Printers and Publishers, Inc., a cor-



poration, against said Union and its members, and much evidence offered on behalf of said plaintiff and Union before John J. Kelly, Master in Chancery of the Superior [fol. 325] Court of Cook County, and after full hearing and argument of counsel, the said Master in Chancery has prepared a Report, finding the allegations of the Complaint, as amended, as to violence sustained, and recommending the issuance of an injunction as prayed in the Complaint; as amended; a copy of the recommendation of said Master is attached hereto as Exhibit "B" and made part hereof.

15. Respondent denies the allegations of Paragraph 15.

16. Respondent denies the allegations of Paragraph 16.

17. Respondent denies the allegations of Paragraph 17.

18. Respondent denies the allegations of Paragraph 18.

Wherefore respondent requests that the Complaint, as amended, be dismissed.

Polish National Alliance of the United States of North America, 1520 West Division, Street, Chicago, Ill., By Charles Rozmarek, President. (Seal.) Attest: A. S. Szezczerbowski, General Secretary.

Casimir E. Midowicz and Ewart Harris—Attorneys. R. 1717—139 N. Clark St., Chicago, Ill.

STATE OF ILLINOIS,  
County of Cook, ss:

Charles Rozmarek, being duly sworn, on oath states that he is President of the Polish National Alliance of the United States of North America, respondent herein, on whose behalf he has subscribed the foregoing answer, being duly authorized so to do as such President, that he has read [fol. 326] the answer so subscribed by him on behalf of respondent and that said answer is true.

Charles Rozmarek.

Subscribed and sworn to before me, this 20th day of March, 1942, by the said Charles Rozmarek.

A. E. Paluszewski, Notary Public. (Seal.)

My commission expires: January 14th, 1943.

## EXHIBIT "A" TO ANSWER

Constitution and By-Laws of The Polish National Alliance  
of the United States of North America

*As revised and amended at the regular meeting of the Convention held Sept. 10 to 16, 1939, at Detroit, Mich.*

## Preamble

When the Polish Nation, notwithstanding heroic sacrifices and sanguinary struggles, lost its independence, and by decree of Providence became doomed to triple bondage and was divested of its rights to life and development by force of the invaders, that portion thereof, most severely wronged, voluntarily preferring exile to cruel bondage in the Motherland, sought refuge under the guidance of Kasciuszko and Pulaski, in the free land of Washington, and settling here, found Hospitality and Equal Rights.

These valiant pilgrims, ever mindful of their duties to their newly adopted country and their own nation, founded the Polish National Alliance of the United States of North America for the purpose of forming a more perfect union of the Polish people in this country; insuring to them a proper moral, intellectual, economic and social development; preserving the mother tongue as well as the national culture and customs; and promoting more effectually all movements tending to secure, by all legitimate means, the restoration and preservation of the independence of the Polish territories in Europe.

[fol. 327] Today, therefore, desiring to strengthen the ground work of the Alliance, we, the members and Dele-

(page 4)

gates of the XXVIIIth Convention, assembled in Detroit, Michigan, on the 16th day of September, A. D. 1939, as faithful guardians of the ideals, which these founders bequeathed to us as a sacred heritage, supported by our fifty-nine years' experience, do hereby ratify and declare these Fundamental Laws as the supreme law, binding equally all the members associated in the Polish National Alliance.

## Article I

### The Society

**SECTION 1.—Definition of Words as Used in this Constitution and By-Laws.**—The word "Convention" shall mean the Supreme legislative and governing body. The words "Supervisory Council" shall mean the judicial, appellate and supervising body. The words "Board of Directors" shall mean the executive and managing body. The words "District," "Council," "Lodge," or "Juvenile Circle" shall mean a subordinate body organized as provided under these By-Laws. The word "District" shall refer to a body composed of Councils. The word "Council" shall refer to a body composed of "Lodges." The word "Lodge" shall refer to a body of men, women, or men and women. The words "Juvenile Circle" shall refer to a body of juniors. The masculine gender includes the feminine; the singular includes the plural and the plural includes the singular.

**SECTION 2.—Name.**—The name of this Society shall be Polish National Alliance of the United States of North America, hereinafter referred to as "Alliance".

**SECTION 3.—Location.**—The principal office shall be located in the City of Chicago, County of Cook, State of Illinois.

**SECTION 4.—Nature.**—The Alliance is a fraternal benefit society, incorporated under the laws of the State of Illinois.

**SECTION 5.—Object.**—The object of the Alliance shall be:

[fol. 328] (page 5)

- (a) To carry out the purposes set forth in the Preamble hereof;
- (b) To promote fraternalism among its members; and
- (c) To provide death, disability, accident and other benefits to its members and their beneficiaries, as authorized by the Convention in accordance with the laws of the State of Illinois, pertaining to fraternal benefit societies.

**SECTION 6.—Territory.**—The territory of the Alliance shall embrace the United States of America and such other

territories in which the Alliance shall be authorized to do business.

## Article II

### Membership

**SECTION 7.—Qualifications.**—Members of the Alliance may be persons between sixteen (16) and sixty (60) years of age, at nearest birthday, of good moral character, physical and mentally sound, who by birth, descent or consanguinity are of Polish, Lithuanian, Ruthenian or Slovak nationality and their husbands and wives of white race regardless of nationality, and who shall be admitted to membership in the manner provided in these By-Laws.

**SECTION 8.—Juveniles.**—The Board of Directors shall provide for benefits on the lives of children, less than sixteen (16) years of age at nearest birthday, as authorized by the laws of the State of Illinois and these By-Laws. Such children shall have no voice in the management of the Alliance.

**SECTION 9.—Classes of Members.**—The adult members shall be divided into two classes: "Beneficial" and "Social" members, provided, that after the adoption of these By-Laws, no social members shall be admitted into the Alliance.

**SECTION 10.—Beneficial Members.—Rights.—Contract.**—

(Page 6)

Each beneficial member shall be entitled to all the rights [fol. 329] and privileges of the Alliance, except as provided in Section 16, and upon his death, while in good standing, the beneficiary or beneficiaries, named in his benefit certificate, shall be entitled to the rights evidenced by the application for membership, the medical examination, (or declaration of insurability if used in lieu of medical examination) the benefit certificate and riders or indorsements, the By-Laws of the Alliance in force at the time of the member's death, and the Articles of Incorporation, all of which, taken together, constitute the contract between the member and the Alliance. Any changes, additions or amendments to said Articles of Incorporation or these By-Laws, duly made or enacted by the Convention, after the issuance of a benefit certificate, shall bind the

member and his beneficiaries in all respects as though such changes, additions or amendments had been made prior to and were in force at the time of the application for membership.

**SECTION II.—*Social Members.***—Each social member shall be entitled to the password and to all fraternal privileges of the Alliance, but shall not be entitled to participate in the death benefit fund of the Alliance, and shall not be eligible to any office in a lodge, or as delegate to the Electoral and Council Assemblies, or as representative to the Convention, nor shall he vote in the selection of any such delegate or representative, or upon any matter affecting the rights of beneficial members of his lodge.

**SECTION 12.—*Applications for Membership.—Election by Lodge.***—Applications for membership must be made to a lodge on forms prescribed by the Board of Directors, and the applicant must be recommended by a beneficial member in good standing. A majority vote of the members present shall be necessary for election of an applicant. Every applicant so elected to membership must be inducted in accordance with the ritual of the Alliance.

(Page 7)

**SECTION 13.—*Reconsideration of Unfavorable Vote.***—The reconsideration of a vote by which an applicant has been rejected, can be had at the same meeting at which the vote was taken, or at the next regular meeting, if two-thirds ( $\frac{2}{3}$ ) of the members present vote in favor of such reconsideration.

[fol. 330] **SECTION 14.—*Rescission of Election.—Refusal to Issue Certificate.***—At any time before the issuance of a certificate by the General Secretary, the lodge may, by majority vote of the members present, rescind its election of the applicant and give notice thereof to the General Secretary. In such event, the General Secretary shall not issue any certificate. The General Secretary may also upon approval of the Board of Directors refuse to issue a certificate to any applicant, whenever in his judgment same should not be done, and he may also recall any certificate at any time before its delivery to the applicant, in which event such certificate shall be void.

**SECTION 15.—*Dues.***—In addition to the rates and per capita tax, required under his benefit certificate, each bene-



ficial member shall pay, to the financial secretary of his lodge, such dues as the lodge may fix in its by-laws, provided, that each social member, in addition to such dues, shall pay monthly to the General Fund of the Alliance, such per capita tax as may from time to time be fixed by the Convention.

**SECTION 16.—*Good Standing.***—A member shall be in good standing, when he has paid all rates, special assessments, per capita tax, lodge dues and fines levied against him, and has complied in every particular with the By-Laws of the Alliance, provided, that a member holding only a Paid-Up certificate or a certificate of Extended Term Insurance shall have the right to continue his membership in the lodge by payment of regular monthly lodge dues and the fixed per capita tax to the General Fund of the Alliance, and otherwise complying with the By-Laws of the Alliance.

(Page 8)

**SECTION 17.—*Per Capita Tax.***—The per capita tax due from beneficial members of the Alliance shall be included in and shall constitute a part of the monthly rates pertaining to their respective certificates, and shall be payable to the Alliance accordingly.

[fol. 331]

### Article III

#### Beneficial Certificates

**SECTION 18.—*Forms and Rates.***—The Alliance may issue benefit certificates upon such forms and plans, which shall provide for such benefits and privileges, with such premium rates, and on such mortality basis and interest assumption, all as may from time to time be prescribed by the Board of Directors, and permitted by the laws of the State of Illinois or the laws of other States in which the Alliance is authorized to do business. The rates for all plans adopted shall be published in the official Rate Manual.

**SECTION 19.—*Payment of Rates.***—Each beneficial member shall pay monthly all lodge dues, the rates specified in his certificate and riders, and special assessments that may be levied pursuant to these By-Laws. Such payments may be made in advance or on a quarterly, semi-annual or annual basis, if so provided in the certificate. All monthly pay-



ments shall be due and payable on the first day of each calendar month, (or if payable quarterly, semi-annually or annually, on the first day of such period) and the remainder of the calendar month, shall constitute a period of grace, during which such payment may be made.

**SECTION 20.—*Payment to Unauthorized Person.***—Except as otherwise provided in these By-Laws, all dues, per capita tax, assessments or rates shall be paid by each member, to the financial secretary of his lodge, or to a person expressly authorized by the executive board of the lodge to receive such payments. If payment is made to any unauthorized person, such person, whether an officer or member of a lodge or of the Alliance, shall be deemed to be the agent of the

(Page 9)

member, and such payment shall not be deemed payment to the Alliance, unless and until actually received by the Treasurer of the Alliance.

**SECTION 21.—*Juvenile Certificates.***—Upon the application of any adult person qualified for membership in the Alliance, a benefit certificate may be issued upon the life of any child of such person, or upon the life of any child, who [fol. 332] is dependent upon such person for support, in which certificate such person shall be the beneficiary, provided, however, that if the original beneficiary dies, the juvenile certificate may be transferred to any other qualified person, who shall obligate himself for the child's support, and continue to pay the rates required on such certificate.

**SECTION 22.—*When Juvenile Member Admitted to Adult Membership.***—Any juvenile member, upon attaining age sixteen (16), shall be at such date, automatically, admitted to a lodge as an adult member of the Alliance, without further initiation or application, and shall be entitled to exercise the full privileges of an adult member from that time, provided, however, that the cash value of any juvenile certificate at such date, may not be withdrawn or, (except as to the automatic provision in the certificate), applied under the non-forfeiture provisions of the certificate by the act of such juvenile member, prior to his attaining the age of majority, without the written consent of the person, who was the owner of said certificate prior to the juvenile member attaining the age of sixteen (16).

**SECTION 23.—*Special Assessments.***—The Board of Directors shall have power, should any emergency or contingency arise, or the funds or reserves of the Alliance become impaired, to levy special assessments on each beneficial member in such amounts as it may determine to be necessary. In such case notice shall be given by the General Secretary to the respective lodge financial secretaries of the amount of any special assessments to be paid by each member, and each

(Page 10).

lodge financial secretary shall, thereupon, notify each member of the amount due from him, and each such member shall, within the time specified, pay such assessment to the financial secretary. If any such assessment be not paid, within the time specified, it shall be charged against the certificate of the member, bearing interest at the rate of not less than four (4) per cent, compounded annually, from the time of notice of such assessment.

**SECTION 24.—*Increase or Decrease of Benefits.***—Any beneficial member, who has not attained his sixtieth (60) [fol. 333] birthday may, at any time, receive another certificate for an additional amount, upon application therefor, on the blank prescribed, and furnishing evidence of insurability, satisfactory to the Medical Director. Any beneficial member may surrender his certificate for one of a lessor amount, at any time, in accordance with rules prescribed therefor.

**SECTION 25.—*Valuation.***—The full required legal reserve on all certificates outstanding shall be maintained at all times, and it shall be the duty of the Board of Directors to cause an annual valuation to be made of all certificates in force on December 31st of each year, such valuation to be made by competent actuaries and in conformity with the requirements of the several States in which the Alliance is licensed to do business.

**SECTION 26.—*Participants in Surplus.***—Whenever, in the judgment of the Board of Directors, it shall become advisable to apportion any surplus in the benefit fund, such apportionment shall be made on the basis of each member's contribution to such surplus, after the reserves and other liabilities are determined and contingent reserves are set aside.

**SECTION 27.—*Classification of Risks.***—It shall be the duty of the Medical Director and the Actuary, from time to time, to make an investigation regarding various occupations and

(Page 11)

the death and disability rates connected therewith, and report their findings to the Board of Directors, whose duty it shall be to act upon such findings, and its action shall be final and binding upon all members of the Alliance admitted thereafter, and their beneficiaries, as though such occupations were enumerated in these By-Laws, as hazardous or prohibited.

**SECTION 28.—*Waiver of By-Laws.***—No officer, employee or agent of the Alliance nor any lodge or officer or member thereof, shall have the right, power or authority to waive any provisions of the By-Laws of the Alliance, which relate to the contract between the member and the Alliance. Neither shall any knowledge or information obtained by, nor notice to any lodge or officer or member thereof, affecting any rights of the Alliance under the contract, be held [fol. 334] or construed to be the knowledge of, or notice to the Alliance or the officers thereof, until after such information or notice has been presented in writing to the General Secretary.

**SECTION 29.—*Illinois Laws Control Certificates.***—All benefit certificates and riders issued by the Alliance shall be executed on behalf of the Alliance at its home office in Chicago, Illinois, and shall be construed and interpreted according to the laws of the State of Illinois.

(Page 14)

## Article V

### Beneficiaries.—Payment of Benefits

**SECTION 35.—*Who May be a Beneficiary.***—Any beneficial member may, in his application, direct any benefit to be paid to his estate or to any person or entity, as may be permitted by the laws of the State of Illinois, provided, that a member may designate a trustee for the benefit of any beneficiary, within the foregoing provisions, and the receipt of such trustee shall be final and binding upon such beneficiary. A member may also appoint principal and contingent benefi-

ciaries according to conditions which the Board of Directors may prescribe, provided, however, that if the laws of any State in which the Alliance is authorized to do business, do not permit the payment of benefits in accordance with the foregoing provisions, the benefits shall be paid as the laws of such State provide.

No beneficiary shall have or obtain any vested interest in the proceeds of any certificate until such certificate has become due and payable in conformity with the provisions of the insurance contract.

- (a) In the event of the death of any beneficiary named in the certificate before the death of the member, if no other designation was made, as provided in these By-Laws, that part of the benefit made payable to the deceased beneficiary or beneficiaries, shall be paid to surviving beneficiary or beneficiaries, share and share alike, unless otherwise provided in the certificate.

[fol. 335]

(page 15)

- (b) If the designated beneficiary shall be disqualified under the law, the benefit shall be paid in accordance with the provisions of sub-section (c) hereof, provided, that where two or more beneficiaries are named, one or more of whom are disqualified and the remainder qualified, the benefits in all cases shall be paid to the surviving qualified beneficiary or beneficiaries, share and share alike unless otherwise provided in the certificate.
- (c) In the event of the death of all beneficiaries named in the certificate before the death of the member, if no other designation has been made, the benefit shall be paid in the following order: wife or husband, (excluding common law wife or husband), children, including adopted children, dependent or dependents, parents, adopting parents, sisters and brothers, grandparents, grandchildren, provided, that when there are two or more relatives of the same same degree of kinship, the benefit shall be paid them share and share alike. If there be no

relatives as above enumerated, the benefit shall be paid to the member's estate.

**SECTION 39.—Funeral Benefits.**—If, on the death of a member, no provision is made by the beneficiary or family of the deceased for payment of the funeral expenses, the Board of Directors may authorize the payment of such funeral expenses as may reasonably appear to it to be due to any person equitably entitled thereto by reason of having incurred expense occasioned by burial of the member, provided, the funeral benefits shall not exceed the sum of Two Hundred Dollars (\$200.00) and shall be deducted from the proceeds of the certificate, and the remaining sum shall be the amount to which the beneficiary shall be entitled.

(page 17)

**SECTION 41.—Board of Directors to Determine Liability.**—The Board of Directors shall have exclusive authority, within the Alliance, to determine the liability of the Alliance for benefits, and it is hereby given full power and authority to settle, by compromise or otherwise, any death, accident or disability claim, when in its judgment the best interest of the Alliance require it.

(page 19)

## Article VI

### Funds of the Alliance and Investments

**SECTION 47.**—The Alliance shall maintain a Mortuary fund, a School fund and a General fund, provided, however, that for accounting purposes any of said funds may be subdivided and subordinate funds maintained for specific

(page 20)

purposes in these By-Laws set forth, and provided further, that assets of said funds need not be separately invested or deposited, but each fund shall be deemed to have its proper proportionate share in the assets of the Alliance.



**SECTION 48.—*Apportionment of Rates.***—The rates paid on adult and juvenile certificates shall be apportioned to each fund by the Board of Directors, monthly, as follows:

- (1) To the Mortuary fund such part of the first year's contribution as shall be required for the first year's mortality and reserves, and from the subsequent years, such parts as shall be necessary to maintain the reserves on the basis of the mortality tables and interest assumptions employed in the calculation of rates, and such contingent reserves, and surplus funds, as the Board of Directors shall direct.
- (2) To the School fund three (3) cents for each adult member.
- (3) To the General fund the balance of the contributions.

**SECTION 49.—*Mortuary Fund.***—The Mortuary fund shall consist of such parts of the monthly rates as provided in Section 48, and the earnings thereof, and shall be used only to pay the benefits promised in the benefit certificates and riders, all accrued claims and other obligations thereunder, [fol. 337] and all expenses incident to the acquisition, maintenance, preservation or sale of assets of this fund, and any surplus therein may be refunded or disbursed, as provided in Section 26. The accounting between adult members and juveniles shall be in conformity with requirements of States in which the Alliance is authorized to do business.

**SECTION 50.—*School Fund.***—The School fund shall consist of three (3) cents from the monthly rate paid by each

(page 21)

beneficial member and three (3) cents from the monthly per capita tax paid by each social member of the Alliance. This fund shall be used for the maintenance and support of the Alliance School.

**SECTION 51.—*General Fund.***—The General fund shall consist of all the income of the Alliance and all accretions thereto, not specifically apportioned to the Mortuary fund or to the School fund. To the General fund shall be charged all expenses of the Alliance of whatever nature, other than expenses incident to the acquisition, maintenance, preservation or sale of assets of the Mortuary fund.



**SECTION 52.—*Investment of Funds.***—Funds of the Alliance shall be invested only in securities authorized by the laws of the State of Illinois, and shall be made by a Committee of five (5), consisting of the President, as chairman, the General Secretary, the Treasurer and two (2) members of the Board of Directors. Each investment shall be approved by at least a majority of the Committee.

**SECTION 53.—*Legality.—Restrictions.***—No investment shall be made in any security whatsoever, until the legality of such investment shall have been approved by the General Counsel, and no loan or investment shall be approved, in which any officer, director, or member of the Investing Committee of the Alliance has an interest.

## ARTICLE VII

### THE CONVENTION

**SECTION 54.—*Composition.***—The Convention is the supreme legislative and governing body and shall be composed of the Censor and of representatives chosen in accordance [fol 338] with Article VIII of these By-Laws; provided, however, that the Vice-Censor, the members of the Board of Directors, the General Counsel, the Medical Director, the Comptroller, the Chief Editor and the Manager of Publications shall be entitled to a seat and voice in the Convention, but shall not be entitled to vote.

(page 22)

**SECTION 55.—*Representatives.***—Each Council shall be entitled to one representative for every four hundred (400) members, or a major fraction of that number, in good standing, as established by the records of the General Secretary for the month of May, preceding the regular Convention, excluding members holding only Paid-Up certificates or certificates of Extended Insurance, unless payments are made by them as provided in Section 16. If a Council on such date shall have less than two hundred one (201) members in good standing, it shall be joined, for purposes of representation in the Convention, to the nearest Council, as determined and ordered by the Board of Directors.

**SECTION 56.—*Qualifications of Representatives.***—A representative to the Convention shall be a beneficial member

of the Alliance in good standing, who is a citizen of the United States, and who shall have been active as delegate to the Council, uninterruptedly, for the last two (2) years before a regular Convention, and who is not an officer, delegate, representative, agent or employee of any other fraternal benefit society, association or corporation, doing a life insurance business. No officer, excepting District Commissioners, and no employee of the Alliance shall be a representative to the Convention. Each representative elected as provided in these By-Laws shall hold his office for the full term between regular Conventions.

**SECTION 57.—*Mileage and Per Diem.***—Representatives to the Convention shall be paid Eight (\$8.00) Dollars per day for the time in actual attendance at the Convention and the time spent in travel, and five (5) cents per mile each way of travel to and from the place of the Convention. The officers named in Section 54 and employees of the Alliance shall receive the cost of travel and Eight (\$8.00) Dollars per [fol. 339] day for traveling expenses, with the exception of the Censor, who, besides the cost of travel, shall receive Ten (\$10.00) Dollars per day for traveling expenses. Such payments shall be made as the Convention may determine.

(page 23)

No member of the Convention shall be excused from attendance at any session, except by permission of the Chairman or by a majority vote of the Convention.

**SECTION 58.—*Regular Convention.***—Regular meetings of the Convention shall be held every four (4) years, in the second half of the month of September, at such place as the Convention by a majority vote may designate.

**SECTION 59.—*Special Convention.***—Special meetings of the Convention may be called by the Censor, when, in his opinion, a grave and urgent necessity requires such action, and must be called by the Censor, whenever two-thirds ( $\frac{2}{3}$ ) of the lodges or a majority of the Councils of the Alliance shall present to him a written request for such Special Convention. Each Special Convention shall consist of all members of the preceding regular Convention, and such as shall be elected by the Councils to fill vacancies caused by any reason.

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(page 27)

**SECTION 69.—Powers of the Convention.**—The Convention shall be the sole judge of the election, qualifications and constituency of its own members, and in addition to other powers herein specified shall have power to:

- (a) Make laws, rules and regulations for the government of the Alliance, which shall not be in conflict with the Articles of Incorporation of the Alliance, or the laws of the State of Illinois;
- (b) Possess jurisdiction over all districts, councils, lodges, juvenile circles and all other subordinate bodies, provided in these By-Laws;
- (c) Elect, and fix the compensation for, officers provided by these By-Laws;

[fol. 340]

(page 28)

- (d) Approve a budget for the disbursements of the Alliance, including salaries of officers and donations for benevolent purposes;
- (e) Redress grievances and prefer and determine charges against any member, representative, officer, director or commissioner;
- (f) Establish and change, without amending these By-Laws, the number and territory of commissioners' districts and directors' circuits;
- (g) Determine the admission of any Polish organization to the Alliance as a lodge, or through reinsurance or amalgamation upon such terms as may be approved by the Board of Directors, the Supervisory Council and the Department of Insurance of the State of Illinois;
- (h) Elect non-voting honorary members of the Alliance;
- (i) Amend, enact or repeal these By-Laws or the Articles of Incorporation of the Alliance in the manner provided in these By-Laws;
- (j) Do and perform any and all other acts and things by it deemed necessary or expedient for the welfare

and perpetuity of the Alliance, and to carry out its purposes and objects.

SECTION 70.—*Restrictions*.—The Convention shall not:

- (a) Adopt any law which would deprive the members of the Alliance of the right to representative government, as the same is defined by the laws of the State of Illinois;
- (b) Adopt any rule, resolution or regulation in contravention or inconsistent with these By-Laws;

(page 29)

- (c) Abridge or limit religious freedom or political convictions of the members of the Alliance.

[fol. 341]

## ARTICLE VIII

### ELECTION OF REPRESENTATIVES TO THE CONVENTION

SECTION 71.—*Electoral Assembly*.—Candidates for representatives to the Convention and for a man and woman District Commissioner, shall be nominated at the Electoral Assembly of each Council which shall be composed of delegates elected by lodges, belonging to each Council, in proportion of one (1) delegate for each twenty-five (25) members in good standing and a major portion of that number, according to the records of the General Secretary of the Alliance for the month of May in the Convention year, provided, that each lodge shall be entitled to at least one (1) delegate.

SECTION 74.—*Election of Delegates*.—Each lodge shall hold its election of delegates within thirty (30) days from the date of publication of the rules of election, at its regular

(page 30)

meeting place, provided that only beneficial members in good standing shall vote for delegates to the Electoral Assembly. Each lodge shall make final disposition of all contests in connection with the election of its delegates and report, forthwith, the result of the election, in writing, signed by the proper officers of the lodge, to the president of the Council to which the lodge belongs.

**SECTION 75.—*Time, Place and Officers of Electoral Assembly.***—Each Council shall fix a day and place, not earlier than ninety (90) days, not later than sixty (60) days, before each regular Convention, for the purpose of nominating candidates for representatives to the Convention and nominating candidates for a man and woman District Commissioner. Notice of the time and place of the meeting of the Electoral Assembly shall be sent by the secretary of the Council to each lodge within the Council, not less than ten (10) days prior to said meeting. The officers of the Electoral Assembly shall be officers of the Council, who shall not be entitled to vote unless they are delegates to the Electoral Assembly.

[fol. 342] **SECTION 77.—*Nominations for Representatives and Commissioners.***—Each lodge shall, upon roll call in numerical order, nominate, orally, one (1) or more candidates for representatives of the Council to the Convention, as provided in Section 55, and candidates for nominees of the Council for a man and a woman Commissioner of the District, in which the Council is located, provided that

(page 31)

persons who are candidates for man and woman Commissioner of the District, shall possess the qualifications prescribed in Section 92, and shall be residents of the District.

**SECTION 78.—*Primary Election.***—Upon completion of the nominations and placing of all the names of the nominees on the primary ballot, in the order in which they were nominated, a primary election shall be held for the nomination of candidates for representatives and for a man and a woman District Commissioner. Each delegate shall be entitled to cast as many votes as there are offices to be filled, but shall not cast more than one (1) vote for each candidate. The secretary shall call the names of delegates by turn and the chairman of the judges of election shall deliver to each delegate a ballot upon which, before delivery, he shall impress the official seal of the Council. Each delegate after marking his ballot shall place it in the ballot box, which shall be in the custody of the judges of election, inspected and sealed by the chairman of the judges before voting.



**SECTION 79.—Counting of Ballots.—Final Voting for Nominees for Man and Woman District Commissioner.**—The counting of ballots shall be held in the place of meeting, immediately upon completion of the voting, in the presence of all the judges, who shall enter the votes on official tally sheets and the result shall be announced by the chairman of the judges of election immediately upon completion of the counting and shall be certified by all the judges of election. The final balloting on the nominees for a man and a woman District Commissioner shall thereupon be held by the Electoral Assembly and each candidate receiving a majority vote shall be certified to the [fol. 343] Convention Nominating Committee, as provided in Section 86.

(Page 32)

**SECTION 81.—Election.**—Candidates for representatives receiving the highest number of votes in the primary ballot, not exceeding twice the number of offices to be filled, shall be placed on the final ballot in the order of votes received by each, and those who receive the highest number of votes in the final balloting in the lodges, not exceeding the number of offices to be filled, shall be declared elected. Each Council shall appoint a day, not earlier than seventy-five (75) days before the Convention, on which all lodges belonging to it shall vote in their meeting places or in such places as they may select.

**SECTION 82.—Secret Ballot.—Tie Vote.—Aid in Voting.**—Both the primary and final voting shall be by secret written ballot. In the event of a tie at the primary or final election another ballot as to those affected by the tie vote, shall be taken and the one, who receives a majority on that or a subsequent ballot, shall be declared elected. Any person entitled to vote in the primary or in the final election may request the aid of two (2) judges of election in marking of his ballot, but he shall not be aided by anyone else.

(page 33)

**SECTION 84.—Voting.**—Every beneficial member in good standing of a lodge shall be entitled to vote for as many



candidates as there are offices to be filled, but shall not cast more than one (1) vote for each candidate. Upon checking off the name of the member on the list of the financial secretary of the lodge, a judge of election shall hand to the member a ballot on which before delivery, he shall impress the official seal of the lodge. After marking of the ballot each member shall place the same in the ballot box in the custody of the judges of election. Each lodge shall furnish such ballot box and deliver it to the judges of election on the day of voting. The president of the lodge [fol. 344] shall close and seal the ballot box in the presence of, and after its inspection by, the judges of election before proceeding to vote.

**SECTION 85.—Counting of Ballots in Lodges.—Result of Voting.**—Immediately upon completion of the voting the judges of election in each lodge shall count the ballots, enter them on the official tally sheets and make known the result of the voting by posting it in a conspicuous place where the voting was held. The result shall be certified and signed by all the judges of election in three copies,

(page 34)

one of which shall be delivered to the council, another to the lodge, and the third, together with the ballots and tally sheets, shall be sent in a sealed envelope, not later than the following day after the voting, to the chairman of the Committee of Judges of the Electoral Assembly, as provided in Section 76. The Committee of Judges shall sum up and tabulate all the results of voting in the lodges and shall make a report thereon, signed by all the judges, at the next meeting of the council. The ballots and official tally sheets shall be sealed by the chairman of the Committee of Judges and shall remain in his custody until the adjournment of the Convention.

**SECTION 86.—Credentials.**—Each council shall meet, not later than eight (8) days after the election, at a time and place previously announced, for the purpose of accepting the report of the Committee of Judges, and announcing and confirming the result of the election. The executive board of the council shall issue credentials to the representatives duly elected, and a nominating certificate to each of the candidates for man and woman Commissioner of

the District, within ten (10) days following the confirmation of the election, signed by at least a majority of its members, and shall forward duplicate copies thereof to the General Secretary of the Alliance, who shall transmit the copies of credentials to the Credential Committee of the Convention, and copies of the nominating certificates for man and woman District Commissioner to the Nominating Committee of the Convention.

[fol. 345]

(page 35)

**SECTION 88.—Contests in Elections.**—In the event of a protest or contest of the announced result of election, at the meeting of the council, as provided in Section 86, the protesting candidate must, within thirty (30) minutes, file a written complaint with the presiding officer of the council, in which he shall distinctly state:

- (a) Where and how he has been wronged and in what does he perceive the wrong to be;
- (b) Who had wronged him and in what manner;
- (c) What was the result of the wrong;
- (d) Name, surname, number of the lodge and the address of the contestant.

**SECTION 89.—Contest Commission.**—A protest or contest filed, as provided in the preceding Section, shall be reviewed by a Contest Commission, which shall consist of five (5) delegates, who are not candidates for a representative or a Commissioner, two (2) of whom shall be appointed by one side, two (2) by the other and these four (4) shall appoint a fifth. In case of failure of the four to agree upon a fifth member, promptly, the presiding officer of the council shall appoint the fifth member of the Commission. A majority of the Commission constitute a

(page 36)

quorum authorized to review the contest. It shall be the duty of the Contest Commission to examine the whole question of the contest accurately, recount the questioned ballots of a lodge or lodges, hear evidence pertaining to the

contest, render a written decision within ten (10) days from its selection and submit the same to the council for confirmation at a regular or special meeting called for that purpose. Such decision, confirmed by the council, is final. If the executive board of the council shall fail to conform with the decision of the Commission, confirmed by the council, in matters reviewed by it, then in such an event the Commission shall have the right to certify and sign the credentials and nominating certificates. The commission shall send a detailed report in writing to the Convention Committee on Credentials.

[fol. 346]

## Article IX

### Officers of the Alliance

**SECTION 90.—*Elective Officers.***—The elective officers shall be a Censor, Vice-Censor, a man Commissioner and a woman Commissioner elected from each District, President, Vice-President, woman Vice-President, General Secretary, Treasurer, four (4) men Directors and three (3) women Directors for Circuit A, and a man or woman Director for each Circuit designated B, C, and D.

**SECTION 91.—*Appointive Officers.***—The appointive officers of the Alliance shall be a General Counsel, a Comptroller, a Chief Editor, and a Manager of the Alliance Publications all of whom, at the time of their appointment, shall be beneficial members of the Alliance in good standing.

**SECTION 92.—*Qualifications.***—No person shall be elected to any office of the Alliance, unless he shall be a citizen of the United States, and a beneficial member of the Alliance, in good standing, for at least five (5) years, uninterruptedly, at the time of his election. An officer of the Alliance, who shall be or become engaged elsewhere, in any

(page 37)

capacity, in the business of life insurance, or who shall be or become an official of another fraternal benefit society, shall thereby forfeit his right to office, and his office shall immediately become vacant. Appointive officers and employees in the offices of the Alliance, who desire to be candidates for any elective office, must resign from their positions, six (6) months before filing their petitions.

**SECTION 93.—*Nominations for Elective Officers.***—Nominations for all elective officers of the Alliance, with the exception of men and women District Commissioners, shall be made by petition, in form prescribed by the Board of Directors, signed by at least fifty (50) beneficial members of the Alliance, in good standing, and filed with the General Secretary not later than sixty (60) days before the Convention. The General Secretary shall acknowledge the receipt of such petition from each such nominee and shall publish the names of all nominees in the official paper [Vol. 347] of the Alliance, not later than thirty (30) days before the Convention, and deliver all nominating petitions to the Nominating Committee of the Convention. This Committee shall examine each petition, and if it is found to be in proper form, shall report the name of the candidate to the Convention to be placed in nomination.

**SECTION 94.—*Nomination and Election of District Commissioners.***—Nominations for men and women District Commissioners shall be made as provided in Section 77 and 79. The representatives to the Convention from each District shall, at a time fixed by the Convention Committee on Rules, meet in a separate caucus and select, by ballot, a candidate for a man Commissioner and a candidate for woman Commissioner from the nominees of Councils, within each District, for these offices. Each caucus shall report to the Convention the names of the candidates receiving a majority vote, who shall be declared elected without ballot.

**SECTION 95.—*Voting and Rules of Election.***—All voting shall be by secret written ballot, and according to rules of

(page 38)

elections prescribed by the Committee on Rules and approved by the Convention.

**SECTION 96.—*Election and Installation.***—The officers named in Section 90 shall be elected at each regular Convention and shall be deemed qualified, when installed by the Chairman of the Convention, in accordance with the ceremony prescribed in the ritual. In the intervals between Conventions, the installation shall be made by the Censor or a person designated by him, provided, that qualifications for office shall not be complete on the part of officers re-

quired to give bond; until their bonds shall have been approved and accepted within the time prescribed.

**SECTION 97.—Term of Office.—Report.—Presence at the Convention.**—All of the elective officers of the Alliance shall be elected for the next ensuing quadrennial term, commencing on the date designated by the Convention, and shall serve until their successors are duly elected and qualified. The appointive officers of the Alliance shall [fol. 348] serve for such time as the appointing authority may determine. All officers shall make a written report of their official activities to the Convention. Members of the Board of Directors, and appointive officers as provided in Section 91, shall be present at the sessions of the Convention and give all information respecting their office as the Convention may request.

**SECTION 98.—Compensation.**—Each elective and appointive officer shall receive such compensation as each regular Convention may determine. Such compensation shall not be diminished or increased during his term of office.

**SECTION 99.—Vacancies.**—Vacancies caused by any reason in the elective offices of the Alliance shall be filled by the Supervisory Council as provided in Section 108-(6), excepting vacancies in the offices of men District Commissioners which shall be filled as provided in Section 106 Vacancies in the offices of women District Commissioners

(page 39)

shall be filled in the same manner as those of men District Commissioners.

## Article X.

### The Supervisory Council

**SECTION 102.—Composition.**—The Supervisory Council shall be the judicial, appellate and supervisory body of the Alliance and shall be composed of the Censor, Vice-Censor and a man Commissioner elected from each District.

**SECTION 103.—Meetings and Quorum.**—The meetings of the Supervisory Council shall be called by the Censor as often as may appear to him to be necessary. Upon the written demand of a majority of the Commissioners, the Censor shall call a meeting, upon ten (10) days written



notice of the time and place of said meeting sent to each member of the Supervisory Council. A majority of all members of the Council shall constitute a quorum for the transaction of business at any meeting.

SECTION 104.—*Vote by Correspondence.*—The Censor may request the members of the Supervisory Council to [fol. 349] (page 40)

take action, or to indicate their respective decisions, or vote on any matter, through the medium of correspondence, without the necessity of any meeting.

SECTION 105.—*Removal from Office of Member of Supervisory Council.*—Each member of the Supervisory Council may be removed from office for malfeasance, or may be suspended for a definite term, by the affirmative vote of three-fourths ( $\frac{3}{4}$ ) of the members of the Supervisory Council.

SECTION 106.—*Filling of Vacancies in the Supervisory Council.*—In the event of death, resignation or removal from office of a District Commissioner, his successor shall be elected by the District where the vacancy occurs, and the election must be confirmed by a majority of the whole Supervisory Council. In the event of death, resignation or removal from office of the Censor, the Vice-Censor shall exercise the powers and perform the duties of the Censor, until the next Convention, and until his successor is elected and has qualified. In the event of death, resignation or removal from office of the Vice-Censor, his successor shall be elected by a majority vote of the whole Supervisory Council. In any event, the person so elected shall hold office until the next regular Convention and until his successor is elected and has qualified.

SECTION 107.—*Report to Convention.*—A printed report of all activities of the Supervisory Council shall be prepared, under the supervision of the Censor, and shall be mailed to each representative to the Convention, not less than twenty (20) days before each regular Convention.

SECTION 108.—*Powers.*—The Supervisory Council, in addition to other powers herein provided, shall have power to:

- (1) Act as the trial and appellate tribunal as provided in Article XXII.

- (2) Pass upon appeals of any member or body of the Alliance from decisions of the Censor as to, the

(page 41)

construction of any provisions of these By-Laws, or of any enactment or resolution of the Convention.

- [fol. 350] (3) Pass upon the appeal of any member of the Board of Directors, who has been suspended by the Board.

- (4) Render decisions on appeals above mentioned by a majority vote of all its members, which decisions shall be final.

- (5) Act as arbitrator, without right of appeal, in case of any controversy between any two or more lodges of the Alliance, or any two or more Councils, or between Councils and lodges.

- (6) Fill by a majority vote of all its members, vacancies caused by any reason in the elective offices of the Alliance by selection of officers who shall serve until their successors shall be elected by the next regular Convention and have duly qualified; vacancies in the membership of the Board of Directors shall be filled by election from a list of candidates presented by the Board.

- (7) Examine, and have full access to, the official records, books of account and all other documents and papers belonging to the Alliance and in the possession of the Board of Directors or of any officer, member or subordinate body of the Alliance; the right of such examination and access may be delegated by the Supervisory Council to an agent selected by it for that purpose.

## Article XI

### Board of Directors

SECTION 109.—*Who Constitutes.*—The Board of Directors shall consist of the President, Vice-President, woman

(page 42)

Vice-President, General Secretary, Treasurer, and ten (10) Directors as provided in Section 90. The Directors from Circuits B, C and D shall participate in the quarterly meetings of the Board of Directors, which shall be fixed by the Board in its rules and regulations.

[fol. 351] SECTION 110.—*Executive Committee*.—The President, Vice-President, woman Vice-President, Secretary and Treasurer shall constitute the Executive Committee, which shall consider such matters and perform such duties as the Board of Directors shall designate and authorize from time to time.

SECTION 111.—*Meetings*.—*Quorum*.—The Board of Directors shall hold regular meetings once a month and such special meetings of the Board as may be called by the President. A majority of the members of the Board shall constitute a quorum for the transaction of business.

SECTION 112.—*Compensation of Directors*.—The two vice-presidents and each director shall receive such allowance for attendance at each meeting of the Board of Directors and for special services in the interest of the Alliance and authorized by the Board, as shall have been fixed by the Convention at which they were elected, provided, no compensation shall be paid for meetings that they do not attend.

SECTION 113.—*Powers*.—The Board of Directors shall be the executive body and shall have the general management, and exercise the corporate powers of the Alliance, except when the Convention is in session. It shall have power to:

- (1) Organize and issue charters to councils, lodges and juvenile circles and revoke the same for cause.
- (2) Exercise supervision and control over districts councils, lodges and juvenile circles.
- (3) Collect rates, dues and all other revenues and exercise control over all funds, investments, and

(page 43)

property of the Alliance with power of disposition.

- (4) Prescribe forms of applications for membership, and forms, conditions, rates and amount of benefit

certificates and riders, and authorize the issuance thereof, when approved by the Supervisory Council.

- (5) Appoint secretaries of independent juvenile circles, and provide surety bonds for them, at the [fol. 352] expense of the Alliance, and for good and sufficient cause, remove any such secretary.
- (6) Reinstatè an insured member, who has been suspended by mistake, or where the suspension works an injustice to the member.
- (7) Suspend any member of the Board for malfeasance or neglect of his duties by a two-thirds ( $\frac{2}{3}$ ) vote of all the members of the Board, with right of appeal to the Supervisory Council.
- (8) Prescribe rules and regulations for the management of the business of the Alliance, and for all its subordinate bodies, in conformity with the provisions of these By-Laws and the enactments of the Convention.
- (9) Make, in behalf of the Alliance, such contracts, as it deems necessary, in connection with the business of the Alliance, subject to the provision, that no contract, engagement, or order for work, services or materials shall be entered into with any member of the Board of Directors or of the Supervisory Council, or with any officer of the Alliance, or with any person with whom he is related, or with a firm or corporation in which he is interested.

(page 44)

- (10) Fix and approve bonds of officers and employees of the Alliance as it shall determine, and the expense thereof shall be paid from the General fund of the Alliance.
- (11) Provide for bonds for the faithful performance of the duties of financial secretaries and treasurers of local lodges and representatives engaged in field work of the Alliance and prorate the premium of such bonds among the lodges and representatives in such manner as it may determine.

- (12) Prescribe the forms and provide for the distribution of all blanks, books and other documents, which may be necessary.
- (13) Pass orders, subject to the approval of the Supervisory Council, to govern any cases, which are not [fol. 353] provided for in the By-Laws of the Alliance, or by action of the Convention, provided that the Board shall not have power to change the By-Laws of the Alliance.

SECTION 114.—*Duties.*—It shall be the duty of the Board of Directors to:

- (1) Select banks of deposit for the funds of the Alliance, which shall be withdrawn only on the signature of the President, General Secretary and Treasurer.
- (2) Appoint, within thirty (30) days after each regular Convention, a General Counsel and a Manager of Publications.
- (3) Appoint an actuary and all necessary employees of the Alliance and ~~fix their compensation~~, and remove any employees for cause.
- (4) Examine and pass upon all claims against the Alliance and direct the payment thereof.

(page 45)

- (5) Publish quarterly, in the official paper of the Alliance, a financial statement.
- (6) ~~Furnish the Convention~~ all necessary information, certificates, documents and papers, which may be necessary in order that the Convention may verify the financial condition of the Alliance.
- (7) Print all reports of officers and mail them to each representative to the Convention not less than twenty (20) days before each regular Convention.
- (8) Perform such other duties as these By-Laws and Articles of Incorporation prescribe.
- (9) *Restriction.*—No member of the Board of Directors, no appointive officer nor employee in the



offices of the Alliance shall be, a representative to the Convention.

[fol. 354]

## ARTICLE XII

### THE CENSOR

SECTION 115.—*Power.*—The Censor shall be the ranking officer and representative of the Alliance; ex-officio, chairman of the Supervisory Council and temporary chairman of every Convention. He shall have power:

- (1) To appoint, subject to the approval of the Supervisory Council, all of its Committees, of which he shall be, ex-officio, a member, and to appoint Pre-Convention Committees as provided in Sections 62 and 63.
- (2) To appoint a secretary, who shall also be the secretary of the Supervisory Council and subject to its confirmation.
- (3) To cause an audit of all accounts and records of the Alliance, and examination and verification of

(page 46)

the same, as well as of the funds, properties and all other assets of the Alliance.

- (4) To approve and be the custodian of bonds required of the President, the Comptroller and of the Director of the Alliance College.
- (5) To construe the Constitution and By-Laws of the Alliance and enactments of the Convention, upon written request of any member or officer of the Alliance. His decision shall be final, unless an appeal be taken to the Supervisory Council within ten (10) days from the announcement of each decision.
- (6) To appoint, within thirty (30) days, after each regular Convention, and subject to the approval of the Supervisory Council, a Comptroller; to appoint within said time a Chief Editor of the publications of the Alliance from three (3) candidates presented by the Supervisory Council and such necessary

assistants as the Chief Editor may recommend to him.

[fol. 355] (7) To veto in writing, and within fifteen (15) days from the passage, adoption or enactment thereof, any resolution, act, action or proceeding of the Board of Directors, which he shall deem in contravention of these By-Laws or the enactments of the Convention or contrary to the interest of the Alliance, which veto may be overridden by a two-thirds ( $\frac{2}{3}$ ) vote of all members of the Board of Directors.

(8) The Censor shall be ex-officio the President of the School Commission, calling and presiding at all of its meetings, and appointing all of its committees, subject to the confirmation of the Commission. He is also Chairman of the Board of Trustees of the School Corporation as provided in Section 174.

(page 47)

SECTION 116.—*Duties*.—It shall be the duty of the Censor:

- (1) To maintain the office of the Supervisory Council and keep records of the expenditures of the office and report thereon to the Convention.
- (2) To issue to the membership, proclamations or appeals, required in the interest of the Alliance.
- (3) To call Special Conventions in accordance with the provisions of Section 59.
- (4) To issue, not less than three (3) months before each regular Convention, and publish in the official publication of the Alliance, the time and place of the Convention, and a message to the representatives, discussing the affairs of the Alliance, suggesting the matters to be considered by the Convention, and recommending necessary measures.
- (5) To call meetings of the Supervisory Council as provided in Section 103, and of the Committees thereof.
- (6) To promptly transmit to the Supervisory Council all appeals, petitions, complaints or grievances against members or officers of the Alliance.

[fol. 356] (7) To make prompt official announcements of all decisions or findings and resolutions of the Supervisory Council, or any of its Committees.

(8) To select annual passwords and furnish them to the General Secretary.

**SECTION 117.—Vice-Censor.**—The Vice-Censor shall perform the duties of the Censor during his temporary absence or inability to perform his duties. The Vice-Censor shall be ex-officio the Secretary of the School Commission.

(page 48)

**SECTION 118.—District Commissioners.**—It shall be the duty of each District Commissioner to:

- (1) Act as counsellor of the lodges and councils within his District.
- (2) Perform such services and activities in the interest of the Alliance, within his District, which may be requested by him by the Censor or the Board of Directors.
- (3) Render a written report of all his official activities at the request of the Convention, the Censor and the Board of Directors.
- (4) Call at such time and place, as he may select, at least once a year, a Convention for his District, for the purpose of discussion and recommendation of ways and means for the welfare and advancement of the interest of the Alliance in the District. Such Convention shall be composed of delegates elected by the Councils in the District, each Council being entitled to one (1) delegate for every four hundred (400) members, or a major fraction thereof. The Commissioner shall preside at such Convention and appoint the secretary thereof, but all other officers shall be elected by the delegates. The expenses of the Convention shall be borne by the Councils in the District.

**SECTION 118-A.—District Women Commissioners.**—It shall be the duty of each woman District Commissioner to:

- (1) Organize a district women division of which she shall be chairman.

[fol. 357] (2) Engage in such activities in the interest of the Alliance and its women members as the Board of Directors shall by rules and regulations prescribe.

(page 49)

### Article XIII

#### The President

**SECTION 119.—Powers and Duties.**—The president shall be the chief executive officer of the Alliance, and shall be charged with the responsibility of enforcing its By-Laws; shall preside at all meetings of the Board of Directors, and call all special meetings of the Board. His powers and duties shall be:

- (1) To appoint the members of all Committees established by the Board, and of all Commissions of the Alliance provided in these By-Laws.
- (2) To appoint representatives and agents, throughout the entire jurisdiction of the Alliance, who shall perform such duties, receive such compensation, and have such titles, as the Convention or the Board of Directors may determine.
- (3) To remove from office any collector of a juvenile circle when it shall appear to his satisfaction, from complaint filed by the General Secretary, that such officer is not performing his duties. In such case no trial shall be necessary, and the President may appoint, to such office, another qualified and competent person.
- (4) All appointments made by the President shall be subject to the approval of the Board of Directors.
- (5) To cause an audit at any time of the books and accounts of any lodge officer, and it shall be the duty of such officer to surrender immediately upon demand such books and accounts to the auditing officer for that purpose.
- (6) To exercise control over officers and employees of the Alliance, except as these By-Laws otherwise provide, and cause an examination and audit of their

[fol. 358] records and books as often as may appear to him to be necessary.

- (7) To suspend any officer or employee for misconduct, incompetence or neglect of duty and report such suspension at the next meeting of the Board.
- (8) To sign all checks drawn on the funds of the Alliance, in accordance with these By-Laws and Convention enactments, and sign all documents and papers that require officials signature to properly authenticate them.
- (9) To have in his custody all bonds of officers and employees and to devote his entire time and attention to the affairs of the Alliance and perform such other duties as shall be imposed upon him by these By-Laws or the Board of Directors.
- (10) He shall be ex-officio the Vice-President of the School Commission and Vice-Chairman of the Board of Trustees of the School Corporation, as provided in Section 174.

**SECTION 120.—Vice-Presidents.**—In case of temporary inability of the President to act, his duties shall be performed by the Vice-President, or in case of the latter's inability, then by the woman Vice-President. In case of the death, resignation or removal for cause of the President, the Vice-President, or in case of his inability, then the woman Vice-President shall exercise the powers and perform the duties of the President, with all rights and privileges of that office, until a successor has been elected in the manner provided by Section 108-(6). The Board of Directors shall fix the compensation payable to the Vice-President while temporarily discharging the duties of the President.

[fol. 359]

(page 51)

## Article XIV

### The General Secretary

**SECTION 121.—Duties.**—It shall be the duty of the General Secretary:

- (1) To designate, immediately, upon assuming the duties of his office, and subject to the approval of



the Board of Directors, an assistant General Secretary, who shall perform the duties of the General Secretary, during his temporary absence or disability, and who shall serve at the will of the General Secretary and the Board of Directors.

- (2) To keep accurate and complete minutes of all meetings of the Board of Directors, which shall be approved, as written or as corrected, at the next succeeding meeting, and sent, within ten (10) days, thereafter, to the Censor.
- (3) To have custody of the seal and all books and records of the Alliance, attest all official documents and affix the official seal thereon.
- (4) To keep an accurate and timely index of the reports, records, business and correspondence of the Alliance.
- (5) To keep true and correct accounts between the Alliance and the lodges and circles, and a correct list of all members of the Alliance.
- (6) To appoint, subject to approval of the Board of Directors, all necessary help for the proper discharge of his duties.
- (7) To prepare and file with proper authorities all documents, papers, certificates, amendments to these By-Laws, statements and reports, which may be required under the laws of the several States in which the Alliance is doing business.

(page 52)

- (8) To report to the Board of Directors all death benefit claims, and promptly cause to be published in [fol. 360] the official paper of the Alliance, all death claims reported, with the name and address of the deceased member and the number of his lodge.
- (9) To provide, under the direction of the Board of Directors, all supplies necessary for the use of lodges and juvenile circles for the transaction of the business of the Alliance.
- (10) To sign checks drawn on the funds of the Alliance, in accordance with these By-Laws.

- (11) To promulgate, under the seal of the Alliance, the decisions of the Censor and the Supervisory Council.
- (12) To send out annual passwords, prepared by the Censor, to presidents of local lodges.
- (13) To perform such other duties as the By-Laws of the Alliance or the Board of Directors require.
- (14) He shall be ex-officio the Auditor of the accounts of the School Commission, presenting the report of his examination thereof to the President of the Commission.

## Article XV

### The Treasurer

**SECTION 122.—Duties.**—It shall be the duty of the Treasurer:

- (1) To receive all moneys due to the Alliance from all sources, receipt therefor, and to deposit the same, in the name of the Alliance, in such banks or other institutions, as the Board of Directors may direct.
- (2) To make all disbursements in behalf of the Alliance, upon proper requisitions, but only by check

(page 53)

countersigned as provided in Section 114-(1).

- (3) To be the custodian of mortgages, notes, title papers, deeds, insurance policies, and all other valuable papers and documents of the Alliance.
- (4) To submit written reports of receipts, disbursements, funds on hand, and balance sheets to the [fol. 361] Convention, the Supervisory Council or the Board of Directors, whenever requested by any of them.
- (5) To place all policies of insurance, with respect to properties covered by loans of the Alliance, and with respect to properties of the Alliance, in such companies, with such brokers and in such amounts, as may be determined by the Board of Directors.

- (6) To appoint, subject to the approval of the Board of Directors, all necessary help for the proper discharge of his duties, and to perform such other duties as these By-Laws provide or the Board of Directors require.
- (7) He shall be ex-officio the Treasurer of the School Commission, receiving and receipting for all donations and gifts, and collecting all funds in behalf of the Commission and transmitting the same to the Treasurer of the Board of Trustees of the School.

## Article XVI

### General Counsel, Medical Director, Comptroller and Publications

**SECTION 123.—General Counsel.**—The General Counsel shall be a licensed attorney, graduate of a recognized law school, and shall have practised his profession, in any State, for at least five (5) years. He shall be the legal

(page 54)

adviser of the Alliance, and it shall be his duty:

- (1) To direct and control all litigation in which the Alliance is interested.
- (2) To appoint, subject to the approval of the Board of Directors, such assistants and employees as may be necessary, to the proper discharge of the duties of his office.
- (3) To refer any litigation, or other legal matter, pertaining to the Alliance, in any State, to a qualified local attorney, subject to the approval of the Board of Directors, and to perform such other duties as the Board of Directors shall determine.

[fol. 362] **SECTION 124.—Medical Director.**—The Medical Director shall be a licensed doctor of medicine, in the State of Illinois, a graduate of a reputable school of medicine, and a practitioner in his profession in any State for at least five (5) years. It shall be his duty:

- (1) To prescribe, subject to the approval of the Board of Directors, rules and regulations for lodge and juvenile circle medical examiners.
- (2) To appoint all lodge and juvenile circle medical examiners, from candidates submitted by Councils, and when in his judgment, a lodge or juvenile circle medical examiner is an unfit person to hold such office, to remove him and appoint his successor.
- (3) To appoint more than one (1) examiner in a locality, when in his judgment, the good of the Alliance requires it.
- (4) To report all appointments or removals of lodge and juvenile circle medical examiners to the Board of Directors for approval.

(page 55)

- (5) To examine and promptly report on all applications for beneficial membership, for increase of certificate benefits, and for reinstatement. His rejection of any application shall be final.
- (6) To pass upon all claims for total and permanent disability benefits.
- (7) To cause notice of rejection for beneficial membership, increase of certificate benefits, or reinstatement, to be sent, in a sealed envelope, to the beneficial secretary of the lodge, or to the collector of a juvenile circle, to which the applicant has applied for membership, or of which he is or was a member. In the organization of a new lodge or juvenile circle, notices of approval or rejection shall be sent to the organizer of the lodge or juvenile circle.
- (8) To appoint, subject to the approval of the Board of Directors, his necessary office help, to officiate daily at the offices of the Alliance, and perform [fol. 363] such other duties as the Board of Directors may provide.

SECTION 125.—*Comptroller*.—The Comptroller shall be a Certified Public Accountant, and it shall be his duty:

- (1) To exercise control over the accounts of all officers of the Alliance, and of all officers of sub-

ordinate bodies thereof, who collect, receive, disburse, manage or have in their custody funds belonging to the Alliance, and to demand, at any time, a written accounting from any such officer of the funds or other property of the Alliance in his custody or control.

- (2) To examine and verify all statements, demands and claims, against the Alliance, make recommen-

(page 56)

dations thereon, to the Board of Directors, and approve all requisitions for payment of the same.

- (3) To audit the books of the Alliance on request of the Censor or the Supervisory Council and submit a written report thereof.
- (4) To perform such other duties as the Board of Directors shall prescribe, and the Supervisory Council shall approve.

SECTION 126.—*Publications.*—The Board of Directors shall have power and authority to provide for and supervise, the publication of an official paper and other publications necessary to advance the interest of the Alliance, and appoint, in the manner provided in Section 114-(2), a manager in connection therewith and prescribe his duties. One (1) copy of each issue of the official paper shall be mailed to every member of the Alliance, the cost of such member's subscription being included in his monthly payments. The Chief Editor of all such publications and his assistants shall be appointed as provided in Section 115-(6). The policy of all publications of the Alliance shall be in harmony with the purposes of the Alliance. No publication shall be used for personal or partisan political purposes within the Alliance, nor in any way calculated [fol. 364] to lessen its prestige. Constructive criticism of persons occupying official positions or public offices, or of their acts, shall be permitted.

## Article XVII

### Councils

SECTION 127.—*Composition.*—*Division Of.*—Each Council shall be composed of lodges assigned to it by the Board



of Directors, which shall also designate each Council by a number. Whenever the number of members in good standing, of the lodges constituting a Council, shall exceed five thousand (5,000), the Board of Directors may, upon written petition of one-third ( $\frac{1}{3}$ ) of the lodges belonging to such Council, divide it into two (2) or more Councils,

(page 57)

with due regard to local distances and conditions.

SECTION 128.—*When Lodges May Constitute Councils.—Transfer of Lodges.*—A new lodge, admitted into the Alliance, shall be assigned, by the Board of Directors, to the nearest Council, unless such lodge shall be located more than thirty (30) miles from the meeting place of such Council, in which case, it shall itself constitute a Council, and shall be entitled to elect representatives to the Convention, in accordance with the provision of Section 55. A lodge may be transferred, from one Council to another, by the Board of Directors, for geographical reasons, when, in its opinion, such action is necessary in the interest of the Alliance, and it shall order such transfer upon the request, in writing, of two-thirds ( $\frac{2}{3}$ ) of the members of any lodge in good standing.

SECTION 129.—*Council Assembly.—How Constituted.—Duty of Lodge.*—The Assembly of each Council shall consist of delegates elected by the several lodges belonging to it. Each lodge shall be entitled to one (1) delegate for every twenty-five (25) members in good standing and a major fraction of that number. It shall be the duty of every lodge to participate in the activities of the Council to which it has been assigned.

SECTION 130.—*Delegates.—Qualifications.—Rights.*—Each lodge shall elect its delegates at the same time and [fol. 365] in the same manner as it elects its officers, and shall issue to each of its delegates, a mandate, signed by the president and recording secretary of the lodge, and bearing the official seal thereof. No person shall be elected as delegate to the Council Assembly, unless he has been a beneficial member of his lodge, in good standing, for at least two (2) years immediately preceding his election as such delegate, and who is not an officer, delegate, representative, agent or

employee of any other fraternal benefit society, association or corporation doing a life insurance business. A delegate

(page 58)

may be denied the right to participate in a Council Assembly by a vote of two-thirds ( $\frac{2}{3}$ ) of the delegates elected thereto, for any offense against the assembly while in session. No Council Assembly shall deny any delegate the right to exercise his functions in the Assembly for any other reason, except for lack of qualifications provided in this Section.

**SECTION 131.—Meeting of Assembly.—Election of Officers.—Executive Board.—Quorum.**—The first meeting of the Assembly of each Council shall be held not later than March 1st of each year, at which there shall be elected a president, a secretary, and a treasurer, and such other officers as it shall deem necessary or the ritual may prescribe, who shall hold office until their successors are elected, and who shall constitute the Executive Board of the Council. Delegates representing one-third ( $\frac{1}{3}$ ) of the lodges of a Council shall constitute a quorum of an assembly for the transaction of business.

**SECTION 132.—Duties of Council Assembly.**—It shall be the duty of each Council Assembly:

- (1) To fix the time and place for its regular meetings, and the time and place for the Electoral Assembly, in the regular Convention year, as provided in Article VIII.
- (2) To promote the formation of lodges and circles, and soliciting of members for the Alliance, under the direction of the Board of Directors.
- (3) To engage in such activities, which shall promote and advance the welfare and interest of the Alliance in the Council, in conformity with these By-Laws, and enactments of the Convention.
- (4) To fix and collect dues, which each lodge shall pay, for the needs and activities of the Council, provided that the amount of such dues shall have been passed, by the majority vote of members of

(page 59)

two-thirds ( $\frac{2}{3}$ ) of the lodges, and provided, that if a lodge shall refuse to pay such dues, or shall refuse to take part in the activities of the Council, it shall be denied the right to representation in the Council, and the right to participate in any rights or privileges in the Council, which may be provided by the Convention.

- (5) To adopt rules and regulations for the activities of the Council, which shall not conflict with the By-Laws of the Alliance, and the rules and regulations of the Board of Directors.

### Article XVIII

#### Lodges and Circles

**SECTION 133.—*Formation.***—Lodges and circles may be formed, in any territory within the jurisdiction of the Alliance, by the Board of Directors or its duly authorized representatives. Each lodge or juvenile circle shall consist of not less than twenty-five (25) beneficial members, provided that in localities, where there is no lodge or juvenile circle in existence, the number necessary to secure a charter shall be fifteen (15) members, and provided further, that each juvenile circle shall have not less than ten (10) members, age seven (7) years or above.

**SECTION 134.—*Charter.—Number and Name of Lodge.***—Upon receipt of a petition for charter and applications for membership, duly approved by the Medical Director, the Board of Directors may grant a charter to a new lodge or juvenile circle, if in its opinion, such action will promote the best interest of the Alliance. The Board of Directors shall designate each lodge by a number and shall give it [fol. 367] such name as may be selected by it and approved by the Board and shall assign it to a specified Council. No lodge may select for its name, either the name of a living person, or the name of any other lodge, and it shall not change its name without the consent of the Board of Directors.

(page 60)

**SECTION 135.—*Juvenile Circles.—Payments of Rates.***—A circle sponsored by a lodge shall bear the number of the

lodge, the rates being paid to the financial secretary. An independent circle, without sponsorship, shall be designated by a name approved by the Board of Directors, and the rates shall be paid to a secretary appointed by the Board of Directors.

. . . . .

**SECTION 137.—Meetings.—Quorum.—Order of Business.**—A lodge shall hold regular meetings at least once a month on the day fixed by its By-Laws, or by resolution. The date of the monthly meeting, and any changes thereof, shall be filed with the General Secretary. Not less than seven (7) members shall constitute a quorum for the transaction of business in any lodge, but a less number may act upon applications for membership and initiate duly elected members. The order of business for each lodge shall be that prescribed by the ritual of the Alliance.

**SECTION 138. — Self-Government. — Representation. — Powers.**—Every lodge shall have the right of self-government, and shall be entitled to participation in the activities of the Council, to which it has been assigned, and to representation in the Electoral Assemblies of the Council and the Conventions, upon the same conditions, and subject to the same requirements as apply to every other lodge in the Council, and as may be fixed, from time to time, by the Convention. A lodge shall have power to induct members, in accordance with the ritual prescribed by the Alliance, to adopt and amend By-Laws for its government, which shall not be in conflict with the By-Laws of the Alliance, and rules

(page 61)

and regulations of the Board of Directors, and to provide for its own support.

. . . . .

[fol. 368] **SECTION 142.—Property—Division of—Right of Member to Property.**—A lodge shall be the owner of, and exercise exclusive control over its property, which shall not be divided in any manner among its members, nor between a lodge and another that may branch from it, without the assent of two-thirds ( $\frac{2}{3}$ ) of all the members in good standing, which assent shall be ascertained by a roll call

vote to be taken at a regular meeting of the lodge, provided that notice of such contemplated action shall have been

(page 62).

given to each member before such meeting, and provided, that if regular meetings are no longer held, the consent in writing of two-thirds ( $\frac{2}{3}$ ) of the members shall be required. The right, title and interest of a member in the property or funds of the lodge shall cease by reason of the death, suspension, expulsion or withdrawal of such member.

SECTION 146.—*Property of Dissolved Lodges.*—When a lodge is permanently suspended, dissolved, or when its

(page 63)

charter is revoked, it shall be the duty of its last officers to deliver to the Board of Directors, or its authorized representative, the books, charter, seal, papers and records of the lodge, together with all money in the hands of the lodge officers, which has been paid in as monthly rates, assessments, or per capita tax, and such property shall become the property of the Alliance. The property of the lodge shall be subject to disposition by the members thereof as provided in Section 142.

## ARTICLE XIX

### LODGE OFFICERS AND THEIR DUTIES

SECTION 149.—*Titles and Qualifications.*—The officers of a lodge shall be: president, vice-president, recording secretary, financial secretary, treasurer, sergeant-at-arms and doorkeeper, who shall be elected as provided in the next following Section. Each officer must be a beneficial member in good standing of the lodge for at least two (2) years at the time of his election, or if a lodge has not

(page 64).

been in existence for two (2) years, then since its obtaining a charter. No lodge officer shall act as an officer, repre-



sentative agent or employee for another fraternal benefit society, association, or corporation doing a life insurance business. Violation of this restriction shall result in immediate forfeiture of his office in the lodge.

**SECTION 150.—*Election and Term of Office.***—Lodge officers and delegates to the Assembly of the Council shall be nominated and elected at the regular monthly meeting in December of each year. Elections shall be conducted in the manner provided by the lodge, but shall be by secret written ballot, provided, when only one (1) candidate is nominated for an office, he shall be declared elected without ballot. Each elected officer and delegate shall hold office for one (1) year, and until his successor is elected and installed.

**SECTION 152.—*Vacancies.***—A vacancy in an elective office in the lodge, may be filled by the lodge, at any time, after such vacancy has been declared and the member serving in this position for the unexpired term, shall be entitled to the full rights and privileges of the office.

(Page 71)

## ARTICLE XX

### COMMISSIONS

**SECTION 164.—*Appointments.***—Within thirty (30) days after each regular Convention, the President shall appoint, subject to the approval of the Board of Directors, the following commissions: The Educational Commission and the Youth Commission.

**SECTION 165.—*Qualification and Compensation.***—The members of each of said commissions shall be members of the Alliance in good standing, and each of them shall hold [fol. 370] office for four (4) years, and until the appointment and qualification of his successor. Every member shall perform his duties without compensation, with the exception of such traveling expenses incurred by him, while engaged in the business of the Alliance, and such per diems,

as the Convention or the Board of Directors may, from time to time, provide.

**SECTION 166.—*The Educational Commission—Duties.***—The Educational Commission shall consist of five (5) members, each of whom shall be a resident of the City of Chicago, Illinois, or of the immediate vicinity of that city. It shall be the duty of this Commission to:

(Page 72)

- (1) Manage, and prescribe, subject to the approval of the Board of Directors, rules and regulations for, the library and historical museum of the Alliance.
- (2) Engage in such activities intended to promote the education and culture among the membership of the Alliance, as the Convention may authorize.

**SECTION 167.—*Youth Commission—Duties.***—The Commission shall consist of three (3) members of the Board of Directors. It shall be the duty of this Commission to:

- (a) Direct, under the control of the Board of Directors the youth movement in the Alliance having for its object the physical, moral and cultural education of the Alliance youth, in a spirit of patriotic citizenship according to the principles of the Alliance.
- (b) Funds for the youth movement shall be appropriated by the Convention.

**SECTION 168.—*Rules—Vacancies—Quorum.***—The Board of Directors shall prescribe rules for the activities of each of said Commissions, and may remove any member thereof, and fill vacancies therein. A majority of the members of each Commission shall constitute a quorum, at any meeting, for the transaction of business.

**SECTION 169.—*School Commission.***—The School Commission shall be composed of the members of the Board of Directors, and of the Supervisory Council. The Censor, as [fol. 371] President of the School Commission, shall call meetings of the Commission at his direction, but shall be obligated to do so, within thirty (30) days, when requested, in writing, by a majority of all the members of the Convention. The quorum necessary to transact business shall con-

(Page 73)

sist of one-third ( $\frac{1}{3}$ ) of the members of the Supervisory Council, and one-third ( $\frac{1}{3}$ ) of the members of the Board of Directors.

**SECTION 179.—Powers and Duties.**—The School Commission shall:

- (1) Supervise and control the Alliance School at Cambridge Springs, Pa.
- (2) Enact all By-Laws, Rules and Regulations for the management of the School Corporation and change, repeal or amend the same in conformity with the Articles of Incorporation of the School Corporation and these By-Laws, provided, that no changes in the Articles of Incorporation shall be made by the School Commission before the same shall have been approved by the Convention.
- (3) Provide suitable sources of income for the School Corporation to assure the development of its activities.
- (4) Elect, and fill vacancies in, the Board of Trustees of the School Corporation.
- (5) Demand the resignation of, or remove from office, any member of the Board of Trustees, who shall fail to properly discharge his duties.
- (6) Render a report and account of the activities of the School Corporation, through its officers, to the Convention.

## ARTICLE XXI

### THE SCHOOL CORPORATION

**SECTION 171.—Who Constitutes.**—Every member of the Alliance in good standing shall be a member of the School Corporation, organized and existing under the laws of the [fol. 372] State of Pennsylvania, which Corporation owns and operates Alliance School at Cambridge Springs, Pa.

(Page 74)

This Corporation has no capital stock and is a corporation not for profit. No member shall have any individual right,

title or interest in, or to the real or personal property of said Corporation.

**SECTION 172.—*Purpose.***—The purpose of the School Corporation shall be to maintain and carry on the said Alliance School, where students may obtain on moderate terms a sound education, literary, scientific, technical and other, offering equal advantages to all students having the requisite qualifications, irrespective of religious denomination, and to confer diplomas to those who become proficient in the various branches of literature, science, technology or other courses in accordance with rules adopted by the Board of Trustees. The education of the students in the Alliance School shall be conducted in a genuinely civic and patriotic spirit, and shall involve the unification of the best acquisitions of American culture and Polish culture. In view of the fact that a considerable majority of the students at the Alliance School are of the Roman Catholic faith, the School shall render possible to such students the observance of religious practices and duties prescribed by the Roman Catholic church.

**SECTION 173.—*Funds.***—The funds of the School Corporation shall be derived from public donations, bequests, tuition, and contributions from the School fund of the Alliance, as provided in Section 50.

**SECTION 174.—*Board of Trustees—Powers and Duties.***—The Board of Trustees shall be the executive and managing body of the School Corporation, and shall consist of the Censor, who shall be ex-officio chairman of the Board, the President of the Alliance, who shall be ex-officio its vice-chairman, and five (5) members of the Alliance, in good standing, with a college or university education, who shall be elected by the School Commission in the manner provided in its By-Laws. The selection of the members of the Board of Trustees shall be held, as soon as practicable, after each regular Convention, and each member shall hold

(Page 75)

[fol. 373] office until the next regular Convention, and until his successor has been elected and has qualified. The Board of Trustees shall, with the approval of the School Commission, establish all rules and regulations for the

operation of the Alliance School, and shall be accountable to the School Commission. The Director and the Faculty of the School shall be accountable only to the Board of Trustees, and shall be under the control of that Board. The Board of Trustees shall make no expenditure, for any purpose, in excess of Five Thousand Dollars (\$5,000.00), unless such expenditure has first been approved by the School Commission.

**SECTION 175.—*Election of Officers.***—The Board of Trustees shall, immediately after the selection of its members, convene at the home of the Alliance School, and, from among its members, shall elect other officers of the School Corporation, as provided in its By-Law, each of whom shall serve until the next regular Convention, and until his successor has been elected and has qualified.

**SECTION 176.—*Compensation.***—The members of, the School Commission and officers and members of the Board of Trustees shall serve without compensation with the exception of such per diem and travelling expenses, as the Convention may provide, which shall be paid from the School fund.

## ARTICLE XXII

### DISCIPLINARY PROVISIONS

**SECTION 177.—*Offenses for Which Member may be Punished.***—The following are declared the offenses against the Alliance for the commission of which a member may be punished by, removal from office he may hold, fine, reprimand, suspension or expulsion:

- (1) Violation of the By-Laws of the Alliance, enactments of the Convention, or neglect of any duty imposed thereby.

(Page 76)

- (2) Embezzlement, or willful withholding of any funds or other property of the Alliance, or of any of [fol. 374] its subordinate bodies, upon demand therefor by proper authority.
- (3) Making willfully untruthful answers, which affect either the acceptance of the risk or the hazard assumed by the Alliance, to any questions in his



application for membership and medical examination, or in any application for increase or benefits or for reinstatement, or in a declaration of insurability, if used in lieu of a medical examination.

- (4) For perpetration of, or attempt to perpetrate, any fraud upon the Alliance, or any of its officers or subordinate bodies.
- (5) Institution of any litigation against the Alliance or its subordinate bodies, without having first exhausted all remedies available under this Article.
- (6) Collection or disbursement of money for the purpose of defeating the By-Laws of the Alliance or enactments of the Convention.
- (7) Willful insubordination or contempt of a superior authority of the Alliance.
- (8) False and malicious saying, writing or publishing of any statement injurious to the Alliance, or calculated to affect its general interest unfavorably or to bring its officers into disrepute or contempt.
- (9) Conviction in any court of law of a criminal offense of the grade of felony, which judgment of conviction has been final under the laws of the jurisdiction in which such judgment was rendered, excluding cases where the person convicted had his civil rights restored.

SECTION 178.—*Additional Offenses.*—Each lodge may de-

(Page 77)

fine additional offenses related to conduct unbecoming a member of the lodge, provided, that offenses so defined shall not subject the member to expulsion from the Alliance.

(Page 79)

[fol. 375] SECTION 184.—*Effect of Suspension or Expulsion.*—A member, who has been suspended by action of a Trial Tribunal, shall be deprived of all rights and privileges of every nature whatsoever, in the lodge and the Alliance, except the right to make payments to maintain

and keep in force his benefit certificate. Such member may keep any certificate or certificates in full force and effect by the payment of all rates, fines and dues, and by further complying with all the By-Laws of the Alliance. A member who has been expelled by action of a Trial Tribunal shall forfeit his membership in the Alliance, and his benefit certificate shall become null and void, provided, that in such case he shall be entitled to receive the cash value, if any, under such certificate.

**SECTION 185.—*Appeals.***—Appeals from the decision of a Trial Tribunal shall be made directly to the Supervisory Council, and shall be heard in the manner determined by it. The complainant and the accused shall have the right to appeal. In the absence of a written notice of appeal, within the time specified in the rules of procedure, the decision of the Trial Tribunal shall be final. All decisions of the Supervisory Council on appeals, shall be by the vote of a majority of the members thereof, except decisions imposing the penalty of removal from office or of expulsion, which shall be by vote of two-thirds ( $\frac{2}{3}$ ) of the members of the Supervisory Council. The decision of the Supervisory Council may affirm, modify in whole or in

(Page 80)

part or reverse the decision of the Trial Tribunal. All decisions of the Supervisory Council shall be final and unappealable.

**SECTION 186.—*Litigation Prohibited.***—No member officer, council or lodge shall institute any litigation with respect to any matter properly cognizable under the provisions of this Article, until he or it has first exhausted all the remedies provided by this Article.

[fol. 376]

## ARTICLE XXIII

### AMENDMENTS TO THE CONSTITUTION AND BY-LAWS AND ARTICLES OF INCORPORATION OF THE ALLIANCE

**SECTION 188.—*Amendments to Constitution and By-Laws.***—The Constitution and By-Laws of the Alliance may be amended by a majority vote of all representatives present and qualified to vote at a regular Convention or a Special

Convention, called for that purpose. Each lodge council or the Board of Directors may submit a proposed amendment in writing signed by its respective officers, to the Censor at least ninety (90) days before the opening session of the Convention. After certification of the proposed amendments as to their legal effect by the General Counsel, they shall be delivered to the Committee on Laws and By-Laws.

SECTION 189.—*Adoption—When Effective.*—No amendment shall be considered or adopted at any Convention unless it has been filed, as set forth in Section 188, provided however, that the Convention may, by a three-quarter ( $\frac{3}{4}$ ) vote, make additional changes and amendments as in its judgment may deem proper. All amendments shall take effect thirty (30) days after the closing of the Convention, unless otherwise ordered by the Convention.

SECTION 190.—*Amendments Between Conventions.*—The

(Page 81)

Constitution and By-Laws of the Alliance may also be amended as follows: In case of an urgent emergency the Board of Directors with the approval of the Supervisory Council may, by a majority vote, propose an amendment in the form of a resolution, setting forth the change to be made. Such resolution shall be certified by the President and the General Secretary, under the seal of the Alliance, and a copy thereof, together with a ballot for voting for or against any such amendment, shall be mailed to each member of the Convention entitled to vote on such amendment, at his last known post office address, as shown by the books of the General Secretary. The ballot shall be voted and signed by the person to whom addressed, within [fol. 377] thirty (30) days after the mailing out of said resolution and ballot, and mailed to the General Secretary. The Board of Directors shall promptly canvass the ballots and declare the result of the vote. If the result of the vote as so declared discloses that a majority of the persons entitled to vote on the proposed amendment have voted in favor of such amendment, then such amendment shall take effect and become in full force as a By-Law of the Alliance from the date the result of the vote was declared, and shall remain in full force and effect until repealed or amended in the manner in these By-Laws provided. Each such

amendment when adopted shall be published in the next succeeding issue of the official paper of the Alliance.

SECTION 191.—*Amendments to Articles of Incorporation.*—The Articles of Incorporation of the Alliance may be amended at any session of the Convention by adoption, by two-thirds ( $\frac{2}{3}$ ) vote of the members present and entitled to vote, of a resolution setting forth either the amendments proposed, or the Articles of Incorporation as they will read, if the resolution is adopted, and shall become effective upon compliance with the provisions of the laws of the State of Illinois.

SECTION 192.—*Repealing Clause.*—The Constitution, Laws, By-Laws, Rules and Regulations of the Alliance,

(Page 82)

heretofore existing and in conflict with the foregoing Constitutions and By-Laws are hereby repealed.

• • • • •

(Page 1)

January, 1941—1,500

## REVISIONS OF SECTIONS OF THE CONSTITUTION AND BY-LAWS OF THE P. N. A.

AS RECONCILED BY THE SUPERVISORY COUNCIL AND THE BOARD  
OF DIRECTORS, SEPT. 21, 1940, BY THE AUTHORITY OF THE  
XXVIII CONVENTION OF THE P. N. A.

SECTION 18.—*Forms and Rates.*—The Alliance may issue benefit certificates upon such forms and plans, which shall [fol. 378] provide for such benefits and privileges, with such premium rates, and on such mortality basis and interest assumption, subject, however, to the provisions of subsection (1) of Section 48 hereof, all as may from time to time be prescribed by the Board of Directors, and permitted by the laws of the State of Illinois or the laws of other states in which the Alliance is authorized to do business. The rates for all plans adopted are specifically made a part hereof and shall be published in the official Rate Manual.

SECTION 23.—*Special Assessments.*—The Board of Directors shall have power, should any emergency or contingency

arise, or the funds or reserves of the Alliance become impaired, to levy special assessments on each beneficial member in such amounts as it may determine to be necessary. In such case notice shall be given by the General Secretary to the respective lodge financial secretaries of the amount of any special assessments to be paid by each member, and each lodge financial secretary shall, thereupon, notify each member of the amount due from him, and each such member shall, within the time specified, pay such assessment to the financial secretary. If any such assessment be not paid

(Page 2)

within the time specified, it shall be charged against the certificate of the member, bearing interest at the rate of not more than five (5) percent, compounded annually, from the time of notice of such assessment.

SECTION 26.—*Participation in Surplus*.—Whenever, in the judgment of the Board of Directors, it shall become advisable to apportion to the members any surplus in the benefit fund, such apportionment shall be made on the basis of each member's contribution to such surplus, after the reserves and other liabilities are determined and contingent reserves are set aside in an amount not less than five (5) percent of the then existing liability, including therein the tabulary reserves.

SECTION 36.—*Funeral Benefits*.—If, on the death of a member, no provision is made by the beneficiary or family of the deceased for payment of the funeral expenses, the Board of Directors may authorize the payment of such [fo: 379] funeral expenses as may reasonably appear to it to be due to any person equitably entitled thereto by reason of having incurred expense occasioned by burial of the member; provided, the funeral benefits shall not exceed the sum of Two Hundred Dollars (\$200.00) and shall at all times conform to the limitations imposed by the laws of the respective states, wherein the Alliance may be authorized to do business, and shall be deducted from the proceeds of the certificate, and the remaining sum shall be the amount to which the beneficiary shall be entitled.

SECTION 41.—*Board of Directors to Determine Liability*.—The Board of Directors shall have exclusive authority, within the Alliance, to determine the liability of the Alliance for benefits, and it is hereby given full power and



authority to settle, by compromise or otherwise, any disputed death, accident or disability claim when in its judgment the best interest of the Alliance require it.

(Page 3)

SECTION 48.—*Apportionment of Rates.*—The funds from which benefits shall be paid and the expenses of the Alliance defrayed shall be derived from periodical or other payments by the members of the Alliance.

- 1) The payments for death benefits shall be not less than such amounts as shall be sufficient to meet the mortuary obligations contracted when valued upon the basis of the National Fraternal Congress Table of Mortality, or other mortality standard authorized by law, with interest assumption of not more than four (4) percent per annum; and no part of such payments or the net accretion thereof shall be used for expenses.
- 2) The payment for disability or other supplementary benefits, if granted, shall be computed from tables based upon reliable experience.
- 3) The payment for the School fund shall be three (3) cents per month for each adult member.

(Page 4)

- 4) The proportion of the payments available for expense shall be only the remainder of the gross [fols. 380-383] payments after making the apportionment herein set forth.

ADDENDUM: Section 113-(9). Make, in behalf of the Alliance, such contracts, as it deems necessary, in connection with the business of the Alliance, subject to the provision, that no contract, engagement, or order for work, services or materials shall be entered into with any member of the Board of Directors or of the Supervisory Council, or with any officer of the Alliance, or with any person with whom he is related, or with a firm or corporation in which he is interested, excepting therefrom, however, the solicitation of new members.

## [fol. 384] BOARD'S EXHIBIT NO. 9

Board's Exhibit 9 is the Annual Statement in the form for Fraternal Orders, of the Polish National Alliance of the United States of North America, for the year ending December 31, 1941, of its condition and affairs. The Report is made to the State Insurance Department. It shows (II) an Annual Income in 1941 of \$5,717,344.09, of which \$3,723,365.21 was received from members, and \$1,690,250.57 received from investments. During the same period, benefits paid (III) totalled \$1,845,126.33. Total admitted assets (IV) \$30,090,835.94. Total Liabilities (V) \$28,277,779.31.

Distribution of assets and liabilities according to funds:

1. Adult Mortuary Fund \$28,997,973.40.
3. Benevolent Fund \$137,704.87.
4. Juvenile Mortuary Fund \$812,056.24.
5. Expense Fund \$143,101.43.
6. Total Benefit Certificates in force December 31, 1941, 272,897, of the value of \$159,683,583.00.

Chap. XII certifies that the Respondent is organized and conducted on the Lodge System, with ritualistic form of work and representative form of government, and that it has 1817 Lodges which hold meetings once a month and which are represented in the Supreme or Governing Body by elected delegates on the basis of one delegate to each 400 members. That the regular meeting of the Governing Body is held every four years, and the last one in September 1939 attended by 534 members of which all of them were delegates from the subordinate lodges.

That the officers and directors are elected at the Supreme Convention by delegates, and members are Polish by birth, descent or affiliation. That the minimum and maximum insurance are \$500.00 to \$5000.00. That the beneficiaries may be family heirs, affianced husband or wife, step-children, step-parents and dependent persons. The expenses of the Governing Body are defrayed by first year assessment and dues. That the Respondent promises to pay the beneficiaries a definite amount which is guaranteed by Reserve Funds or Special Assessment. That the Respondent is authorized to transact business, and does transact business in 27 States: And District of Columbia; and Province of Manitoba, Canada.

The Statement shows, under Schedule "A", Part 1, Real Estate owned in Illinois of the market value of \$9,223,443.34; In Indiana \$1,586,557.73; In Michigan \$14,829.48;

In New York \$25,193.12; In Wisconsin \$7,954.14; In the Juvenile Branch, the Annual Statement shows Real Estate owned in Illinois of the market value of \$293,561.40; In Indiana \$49,645.85.

Under Schedule D-Part 1, Respondent shows the ownership as of December 31, 1941, of United States Government Bonds in the sum of \$2,451,056.25. Foreign Governments \$14,797.12. Louisiana State Bonds \$160,254.64 book value. Bonds issued by Political subdivision of States in such States as New Jersey, Maryland, Tennessee, Florida, Texas, Illinois, Kentucky, West Virginia, Alabama, Mississippi, Pennsylvania, Washington, Michigan, in the amount of \$5,981,608.98 book value. In the Bonds of various Railroads of United States and Canada \$1,694,491.08 book value. In Public Utilities Bonds of Public Utilities in several States such as Arkansas, California, Ohio, Illinois, Iowa etc., \$1,007,461.83 book value. In Industrial Bonds \$1,749,275.41 book value.

The Statement shows under Schedule "N" Bank Balance carried in Banks in Illinois and Indiana, as of December 31, 1941, \$910,898.15, and in the Juvenile Branch \$86,823.10.

[fol. 386]

# BOARD'S EXHIBIT No. 10

## Polish National Alliance

The Largest Fraternal Organization in the World  
of Americans of Polish Descent

(Emblem)

New Home Office: 1514-20 West Division Street, Chicago,  
Illinois

Manual Containing General Information, Premium Rates  
and an Analysis of the Value of Certificates of Insurance  
for Both Adult and Juvenile Members of the Polish  
National Alliance of the United States of North America

Important! The new premium rates listed in this Manual  
apply to new members insuring themselves on  
and after January 1, 1938, and to increase of  
insurance or change of certificates by mem-

bers who were insured on or prior to December 31, 1937.

Second Edition

1940

Printed by: Alliance Printers and Publishers, Inc., 1406-08  
West Division Street, Chicago, Illinois

To All Members of the Polish National Alliance.

DEAR BROTHER AND SISTER MEMBERS:

From the simple and modest beginning of sixty years ago, the Polish National Alliance in recent times has greatly [fol. 387] expanded and developed into a large fraternal insurance organization. While ideologically it has remained ever true to its principles and today pursues its ideals with vital eagerness, through its expansion it has entered the field of sharp competition of business institutions.

Meeting the challenge of new demands, we have, of necessity, introduced more efficient business methods, invited new suggestions, and discarded outmoded plans of operation. Accordingly, in the last few years a large variety of marketable certificates of insurances have been issued, ranging from the ordinary life type to that of the endowment kind, which is turn called for a manual, explaining this increase and change of insurance.

This manual represents a revision as well as a substantial enlargement of its predecessor, published in 1938. Its purpose is to furnish to our organizers primarily, information about the new certificates. In a concise, yet untechnical arrangement, the manual presents the various tables of rates, explanation of the non-forfeiture values and a summary of insurance principles and practice.

It is earnestly hoped that this new effort on our part will facilitate the work of our organizers and acquaint our brethren with the new development in our program, and thereby result in a constant and substantial membership increase. For your loyal, untiring and generous efforts of the past, we are pleased to express our sincere appreciation and trust that your efforts will not diminish.

Fraternally yours, I. K. Rozmarek, Prezes Z. N. P.;  
A. S. Szczerbowski, Sekretarz Jen. Z. N. P.

**Part One****The Polish National Alliance****General Information****Adult Members**

The Polish National Alliance issues five (5) forms of insurance for adults, both men and women, as follows:

- 1) Ordinary Life
- 2) 20-Year Payment Life
- 3) 20-Year Endowment
- 4) Endowment at Age of 65.
- 5) Combined Term and Paid-up at age of 65.

The premium rates on each form of insurance and certificate values of the respective forms are explained in a separate section of this manual; there the applicant may select the plan of life insurance best suited to his or her requirements.

**Mortality and Interest**

The premium rates on all certificates of insurance, and also the reserves, are computed on the basis of the American Experience Table of Mortality with interest at the rate of three per cent (3%) per annum, according to the Illinois standard basis. These assumptions are the most conservative used by American life insurance firms. "Illinois standard" is a technical phrase, which denotes that the first-year premiums on the higher premium types of insurance, as the 20-Year Endowment plan, may not be used to defray the cost of enrolling a member in a larger amount than is permitted on 20-Year Life certificates.

**Age Limitation**

Adults, both men and women, between the ages of 16 to 60 years, exclusively, are eligible for admission into the Alliance; likewise, persons who are 15 years and 6 months old, and also those who have attained the age of 60 years, 5 months and 28 days, may be admitted. The only exception [fol. 389] is table 5, under which plan no one may insure himself for less than \$1,000, nor anyone above age 40.



### Applications

In no case may an application for insurance be completed with a pencil or on a typewriter. All applications

(page 3)

must be fully and correctly filled out in ink. Should it appear necessary to make a correction, the same must be written in the margin opposite the original question and answer. The first and last names of both the applicant and the beneficiary must be written clearly and in full. A middle initial is permitted. A married woman applying for insurance should give her own Christian name and the surname of her husband, as for example, Mary L. Kowalska, and not, Mrs. Joseph J. Kowalski.

Every application should contain the correct date and place of birth of the applicant, as this is of the utmost importance. In case of doubt, the organizer should secure proof of the correct date of birth.

### Non-medical Applications

Adults between the ages of 16 and 35, inclusive, insuring themselves for \$1,000.00 or less, are not required to submit to a medical examination. In such cases special non-medical applications must be filled out. In the event of any question, however, as to the health of the applicant and the truthfulness of his statements, the Alliance reserves the right to demand a medical examination.

The laws of certain states prohibit the use of non-medical applications, therefore, applicants from such states must undergo a medical examination.

### Medical Examination

All adult candidates for membership and insurance in the Alliance, who are 36 years of age and older, must pass a medical examination, regardless of the amount of insurance applied for. The same applies to persons between [fol. 390] the ages of 16 and 35, who insure their lives for an amount higher than \$1,000.00.

Applicants for juvenile certificates of insurance, who are less than 16 years of age, are not required to submit to a medical examination, however, the person completing the application for the juvenile applicant is required to

confirm the status of his health.. No person related to the child, as a father, mother, or a guardian, is allowed to vouch for its health. In such cases the officer of the Lodge

(page 4)

or organizer not related to the child-applicant is required to confirm the status of its (child's) health.

The Alliance may require a medical examination of any juvenile applicant whose application indicates questionable insurability.

The fee for the medical examination will be paid by the Alliance directly to the examining physician.

The organizers are obligated to exercise reasonable judgment with respect to accepting applications from doubtful risks. If an organizer completes an application for an obviously unacceptable applicant, the fee for the medical examination may be charged against his account with the Alliance.

The voucher attached to Part 2 of the application should be filled out by the examining physician, and when detached at the Home Office of the Alliance, will constitute his bill for the examination. Examiners' fees will be paid monthly by the Alliance.

#### Amount of Insurance

The lowest amount of insurance obtainable in the Alliance is \$250.00, but only under the following tables: 1, 2, 3, and 4. The lowest amount of insurance available under table 5 is \$1,000.00 and the highest \$5,000.00.

Every adult between the ages of 16 and 50 years may insure his life for either \$250.00 or any intermediate amount up to and including \$5,000.00. The highest amount of insurance available for persons between the ages of 51 and 60 under forms 1 and 2 is \$1,000.00, while persons [fol. 391] older than age 56 cannot obtain insurance under either Table 3 or 4. Between the ages of 51 and 55, however, the highest amount of insurance on table 3 or 4 is \$1,000.00.

Any adult person up to the age of 40, inclusively, may insure his life under Table 5 for the following amounts: \$1,000.00, \$1,500.00, \$2,000.00, \$2,500.00, \$3,000.00, \$3,500.00, \$4,000.00, \$4,500.00 and \$5,000.00.

A member may hold more than one certificate, and be insured under more than one plan of insurance, but the

total of all certificates of insurance upon any one life shall not exceed the face amount of \$5,000.00.

(Page 5)

#### Purpose of the General Fund Assessment

The general fund assessment, which to date of December 31, 1937, was paid by each and every member of the Alliance, and which from date of January 1, 1938, is included in the premium rates on the insurance, and constitutes and is computed as a part thereof, and which is included as part of each and all of the premium rates on adult insurance contained in this manual, is regulated by

(Page 6)

each succeeding convention of the Alliance, in the form of an amendment to the Constitution, By-Laws, Rules and Regulations of the Alliance, which last comprise and are a part of every contract of insurance.

The conventions of the Alliance decide the purposes for which the general fund assessment may be used, as well as the distribution thereof, as for example, administration expenses, "Zgoda"—official organ of the Alliance, convention fund, as also for social, educational and relief purposes, and for the Alliance College.

Notwithstanding that the general fund assessment is included in all of the premium rates on adult insurance found in this manual, each of the succeeding conventions of the Alliance shall have the right to regulate the same in any manner that it shall deem proper.

[fol. 392]

#### Mode of Payment

Premiums may be paid annually, semi-annually, quarterly or monthly, at the option of the insured, and the insured may change the mode of payment at any time. Premiums are computed on what is known as the selective basis; that is, annual premiums are figured on the annual basis, monthly premiums on the monthly basis, etc. If the insured dies during a certificate year for which the full year's premium has not been paid at time of death, the Alliance makes no deduction for the unpaid balance of the year; provided, however, that the premiums due thereon and

either charged to or advanced by the local Lodge to which the Insured belonged, shall be deducted from the death benefit. Conversely, the Alliance allows no refund if death occurs before the expiration of the period covered by the last premium paid. The discount as between twelve monthly premiums and the annual premium is considerably greater because of this than would be possible if the annual premium were computed so as to permit refunding that portion covering the period in advance of the date of death.

All premiums, except the first, are payable to the Financial Secretary of the Lodge, or to a Collector authorized by the Lodge so to act.

### (Page 9)

#### Dividends

All certificates of insurance of adults, issued by the Alliance beginning with January, 1938, as follows:—1.) Ordinary life, 2.) 20-Year payment life, 3.) 20-Year endowment, 4.) Endowment at age of 65 and 5.) Combined Term and Paid-up insurance at age 65, issued after January 1st, 1940, are eligible for the payment of dividends after being in force for two years, that is, commencing on the second certificate anniversary, and annually thereafter, as long as the insured pays the premiums regularly. Each may be credited with dividends in such a sum as the Board of Directors of the Alliance shall ascertain from the divisible surplus of the Alliance accrued by reason of the income exceeding the amounts required.

### (Page 10)

#### How Dividends May Be Applied

At the option of the Insured, the dividends may be taken or applied under any of the following options:—

1.) Withdrawn in cash when due.

2.) Placed on deposit with the Alliance, to accumulate interest compounded annually at such a rate as the Board of Directors of the Alliance may declare, but never less than three per cent (3%) per annum. The deposit may be withdrawn by the insured at any time, if living, and if not withdrawn by the insured while he is alive, it will be added

to the proceeds otherwise payable to the beneficiary or beneficiaries.

3.) Applied as a net single premium on the purchase of a paid-up addition to the certificate already in force, payable at the same time and under the same conditions as the face amount. Paid-up additions may be surrendered by the insured for their cash value at any time.

4.) Apply toward the payment of any premium due on the certificate anniversary, or to shorten the time of payment of the insurance.

(Page 11)

### Settlement Options

If the insured does not desire to have the death benefit paid in one lump sum, or as designated in the certificate, he may make a provision in the application, or at any later date after receiving the certificate, in writing, to have the proceeds of the certificate settled in accordance with any of the options here listed:—

1.) The total proceeds of the insurance, or an amount which shall be not less than \$800.00, may be kept on deposit with the Alliance, and the Alliance will pay interest to the designated payee at such a rate as the Board of [fol. 394] Directors shall determine, but never less than three (3%) per cent per annum. Interest will be paid annually, semi-annually, or quarterly.

2.) All or part of the proceeds of the insurance may be paid in fixed annual, semi-annual, quarterly, or monthly installments covering the period of time designated. If the insurance is paid in installments, the Alliance obligates itself to pay interest at the rate of three per cent (3%) per annum on the balance remaining with the Alliance. If the insured should die before receiving all of the installments called for, the computed value of the remaining installments, at 3% interest, will be paid to the appointed beneficiary or beneficiaries in one lump sum.

The Alliance reserves the right to limit income payments to amounts not less than \$10.00 monthly. If the amount



held by the Alliance is insufficient to provide an adequate monthly income, or monthly installments of at least \$10.00, the income or installments may be paid quarterly, semi-annually, or annually, as required.

The insured must designate whether or not the beneficiary or payee shall have the right to alter the method of settlement. If the insured states in the application, or later properly notifies the Home Office of the Alliance, that

(Page 12)

the beneficiary or payee may not change the mode of settlement, the Alliance will pay the proceeds in the manner in which the insured provided.

(Page 16)

## PART TWO

### Table 1

#### Ordinary, Whole Life Insurance

This plan is an ordinary, whole life insurance, on which premium payments are made for the duration of one's life and the full amount of the face value payable to the beneficiary or beneficiaries upon death of the insured.

[fol. 395]

#### Dividends

This type of insurance is participating, that is, it is eligible for dividends after being in force two years, and during each succeeding year as long as premium payments are continued. The payment of such dividends is subject to conditions and methods of its application, as explained on pages 9 and 10 of this manual.

#### Amounts Available Under This Plan

Under this form of insurance, or Table 1, one may insure his life for \$250.00, \$5,000.00, \$1,000.00 or any intermediate amount up to and including \$5,000.00.

(Page 20)

## Table 2

## 20-Year Payment Life Insurance

Premium payments under this form of insurance continue for 20 years and after the expiration of this period payments cease. In the event of death, no matter when it occurs, the full amount of the death benefit shall be paid to the beneficiaries designated in the certificate.

## Dividends

This type of insurance is participating, that is, it is eligible for dividends after being in force two years and during each succeeding year as long as premium payments are continued. The payment of such dividends is subject to the conditions and methods of its application, as explained on pages 9 and 10 of this manual.

(Page 22)

## Table 3

## Twenty-Year Endowment (Savings)

Premium payments under this form of insurance continue for the full 20 years, and at the expiration of said [fol. 396]

(Page 23)

period, the Alliance shall pay the full amount of the face value in cash.

## Dividends

This plan of insurance is participating and is eligible for dividends after the insurance certificate is kept in full force and effect two years, and during each succeeding year as long as premium payments are continued. The payment of such dividends is subject to the conditions and methods of its application, as explained on pages 9 and 10 of this manual.

## Payment of the Death Benefit

In the event of the death of the insured before the maturity of the certificate, that is before the expiration of the

20-year period, the beneficiary or beneficiaries shall receive the full amount of the insurance originally applied for.

#### Double Benefits

This form of insurance embodies a savings and term insurance feature which appeals to persons interested not only in the insurance but also the investment angle. In the event of survival, that is, upon the expiration of the 20 years, the insured will receive the full face amount of his certificate in cash. If death should intervene before the designated period expires, then the full amount of the death benefit shall be paid to the beneficiary or beneficiaries.

(Page 29)

#### Table 4

#### Endowment at Age 65

This form is an endowment insurance, which provides for payment of premiums to age 65, inclusively. At the end of the premium paying period, the Alliance shall pay in cash to the insured the full face amount of the insurance certificate.

[fol. 397]

(Page 30)

#### Dividends

Just as the forms previously explained, this type of insurance is participating, and is eligible for dividends after being in force two years and during each succeeding year as long as premium payments are continued. The payment of such dividends is subject to the conditions and methods of its application, as explained on pages 9 and 10 of this manual.

#### Payment of Death Benefit.

In the event of the insured's death before his 65th year, the Alliance shall pay to his beneficiary or beneficiaries the full amount of insurance.

#### Double Benefits

This type of insurance, like the 20-Year Endowment, embodies both a savings and term insurance feature. Upon

expiration of the premium paying period, or after reaching the age of 65, the insured shall receive in cash the full amount of his certificate. If death should occur before this period, then the full amount shall be paid to the beneficiary or beneficiaries.

(Page 33)

### Table 5

#### Combined Term and Paid-up Insurance at Age 65

Under the terms of this form of insurance, the insured pays his premiums until he reaches the age of 65 and in the event of death before that period of time, or before reaching the age of 65, the full amount of the benefit shall be paid.

If, on the other hand, the insured survives his 65th birthday, then the face amount of his certificate will be automatically reduced in half. Insurance for \$1,000 shall be [fol. 398] reduced to \$500.00, insurance for \$1,500.00 to \$750.00, insurance for \$2,000.00 to \$1,000.00 etc.

In the event of death, therefore, during the insured's 66th year or later, the amount of the death benefit under these terms will be equal to one half of the original amount of insurance indicated in the certificate.

#### Paid-up Life Insurance at 65

After the face amount of the certificate is automatically reduced in half, the reduced sum shall represent the "Paid-up Life Insurance."

(Page 36)

#### Double Indemnity in Event of Death by Accidental Means

The supplementary agreement for Double Indemnity can be attached to any of the regular forms of adult certificates in consideration of the payment of the additional double indemnity premium. Under the terms of this rider, it is agreed that an additional amount equal to the sum insured for under the certificate will be paid in the event of

death by accidental means of the insured, as defined in the said special provision granting the double indemnity benefit.

#### When Double Indemnity Is Paid

Such additional sum, raising the total payment to double face of certificate, payable in the event of death by accidental means of the insured, shall be due only if, with the proofs of death required by said certificate, the Alliance shall receive due proofs:—

1.) That such death occurred while said certificate was in force, under its original terms, and there was no default in the payment of any premium thereunder.

2.) That the accident which caused such death occurred before the sixtieth (60) anniversary of the birth of the insured;

[fol. 399] 3.) That such death occurred within ninety (90) days after the date of such accident; and

4.) That such death resulted, directly, independently, and exclusively of all other causes, except as hereinafter provided, from bodily injury effected solely through external, violent and accidental causes, and that there was evidence of such death by accidental means by a visible contusion or wound on the exterior of the body (except in case of drowning or of internal injuries revealed by an autopsy):

Part Three—beginning at page 47 to and including page 98 of the manual contains Premium Tables for the various types of insurance available, together with the Tables of Values of the various certificates. Such Tables are not to be included in the Appendix.

(Page 100)

#### PART FOUR

##### Juvenile Insurance

##### General Information

##### Eight Plans of Juvenile Insurance

The Alliance issues eight (8) forms of certificates for Juvenile, that is, for children less than 16 years of age, as follows:—



- 1.) Table 1—Term Insurance to Age of 18, with credit granted in transfer to the Adult Department. Any child may be insured under this plan from the date of birth and during any of the succeeding years until the age of 15, inclusively.
- 2.) Table 2—Endowment Insurance to Age of 18. Any child may be insured under this plan from the date of birth and during any of the succeeding years until the age of 10, inclusively.

Note:—Children over 10 years old are not eligible for insurance under the plan of Table 2.

- [fol. 400] 3.) Table 3—Ordinary Life, payable as long as the insured survives.
- 4.) Table 4—Term Insurance to Age of 16.
  - 5.) Table 5—20-Year Payment Life.
  - 6.) Table 6M—Special Ordinary Life, payable as long as the insured survives.
  - 7.) Table 7M—Special 20-year Payment Life.
  - 8.) Table 8—20 Year Endowment Insurance. This form of insurance provides for payment of death benefits in accordance with the scale of benefits. Upon maturity, however, of said certificate, that is, after said certificate has been in force 20 years, the full amount of the insurance shall be paid in cash.

(page 102)

### Who May Belong

Any child of Polish descent may be insured in the Juvenile Department of the Alliance, regardless of whether or not the parents or guardians, who insure the life of the child, belong to the Alliance.

(page 104)

### PART FIVE

#### Table 1

**Modified Term Insurance to Age 18 with Credit Granted on Transfer to the Adult Department**

Under this plan of insurance, a child may be insured up to \$250.00 on one (1) certificate, or on two, three or four

certificates, each with a maximum benefit of \$250.00, or a total maximum death benefit of \$1,000.00. Under this form of certificate, death benefits are payable according to the age in which death occurs.

[fol. 401]

## Age Limitation

Any child in good health may be insured according to Table 1, from date of birth and during any of the succeeding years until the age of 15 years and six (6) months.

(page 108)

## TABLE 4

Juvenile Term Insurance to Age 16 for \$500.00 or \$1,000.00

Any child in good health from the date of birth and during any of the succeeding years up to the age of 16 next birthday, may be insured under the plan of Table 4—Juvenile Term Insurance to Age 16.

(page 111)

## TABLE 2

## Endowment at Age 18

Notice: The new certificates under Table 2, effective since January 1, 1940, are issued in place of the old certificates for \$100.00, \$200.00, \$500.00 and \$1,000.00, which have been issued up to December 31, 1939. The principal difference between the old certificates under Table 2 issued to December 31, 1939, and the new certificates issued January 1, 1940, is the greater amount of death benefits available in the event of death of the child, insured under the new certificate after the date of birth up to the age of 10. The rates, however, under the new certificates are a trifle higher in comparison with the premium rates under the old certificates.

The old certificates under the plan of Table 2 and for the face amount of \$100.00 and \$1,000.00 are not issued. However, these certificates for the face amount of \$200.00

and \$500.00 will continue to be issued in the state of Virginia and in those states, where the scale of death benefit payments is similar to that of Virginia.

[fol. 402]

### Age Limit

Any child of Polish descent may be insured under this form of insurance providing it is not older than 10 years and six (6) months and is in good health. If payments are made regularly, such a certificate will be kept in full force and effect until the insured reaches the age of 18, at which time the full amount of insurance shall be paid in cash:

(Page 128)

### TABLE 8

#### Juvenile 20-Year Endowment

Insurance under the form of Table 8 is an endowment insurance and is available to any child in good health from the date of birth up to the age of 15 years and six (6) months.

#### Amount of Insurance

In those states, where the laws permit, the amounts of insurance available from the date of birth are: \$250.00, \$500.00 and \$1,000.00.

Part Six—beginning at page 133 to and including page 159 of the Manual, contains Premium Tables for the various types of Juvenile Insurance available, together with the Tables of Values of the various certificates. Such Tables are not to be included in the Appendix.

Part Seven—contains certain supplementary agreement provisions and tables of premiums of "Payor Benefits." Such supplementary agreements are not to be included in the Appendix.

[fols. 403-415] BOARD'S EXHIBIT No. 11

Board's Exhibit 11 is a specimen "Ordinary Life Certificate—Participating" issued by the Polish National Alli-

ance of the United States of North America, a fraternal benefit Society with its provisions expressed in English and in Polish. The certificate provides that the Polish National Alliance promises to pay to the beneficiary the sum called for. It is signed by printed signature of "I Karol Rozmarek, President of P. N. A. Attested Albin S. Szczerbowski, General Secretary P. N. A." and bears the Corporate Seal of the Alliance. The conditions provide for payment of premiums, change of beneficiary, settlement options, automatic extended insurance, and paid-up insurance, and provides for Premium Loans, Cash Loans and Cash Surrender Value. It has a Table of Non-Forfeiture Values. The Terms and provisions of the Certificate will not be otherwise shown in the Appendix than by the foregoing statement.

[fol. 416]

## BOARD'S EXHIBIT No. 17

## Organization Department

Semi-  
Monthly  
Salary

	Head of organization department and field worker	
J. Fafara	clerk and	117.50
J. Cieslak	correspondent	75.00
	clerk and	
W. Trawinski	correspondent	72.50
C. Szubko	typist	35.00
S. Welna	"	40.00
E. Wojcik	"	40.00
J. Kowalska	"	35.00
H. Krzywiec	clerk	45.00
J. Zajac	clerk	67.50

[fol. 417]

## BOARD'S EXHIBIT No. 18

Translation of Letter Mailed to Lodges and Councils,  
October 24, 1941

## P.N.A. Board of Director's Explanation

At the plenary meeting of the Board of Directors of the P.N.A. held in the Alliance Home in Chicago, on Oc-

tober 23rd, 1941, it was unanimously resolved to send to Council and Lodges of P.N.A. the following explanation:

Inasmuch as information has reached us, that certain employees of the offices of the P.N.A., who voluntarily abandoned work two weeks ago, sent out to the Respected Lodges and Councils of P.N.A. a communication not in accord with the actual condition of affairs, therefore we consider it our duty to present fairly and impartially the following facts:

1. We affirm once more, that no strike was had or exists in the P.N.A. offices and that our offices are functioning properly.

2. We affirm, that of the 131 workers employed in the offices of P.N.A. only 25 do not report for work, officially not informing the officers of the Board of Directors why they are doing so.

3. In the communications distributed and sent out to the press, councils and lodges, these employees claim that they organized a union because of the demand upon them of five per cent (5%) for a campaign fund, which absolutely does not conform with the truth inasmuch as minutes No. 41 of the Board of Directors plenary meeting held on 17, 18, 19 of April 1941, clearly state on page 4 in the President's report as follows:

"Shortly after assuming my office as president of the P.N.A. I observed that very frequently at our offices sales of tickets for various purposes and individual society affairs take place. I was under the impression that this was of passing duration and consequently took no steps in the matter. Finally I came to the conclusion that this was a chronic condition, which I deemed unhealthy and for this reason, I recommended to the present [fol. 418] plenary meeting of the Board of Directors to pass a resolution forbidding from today on the sale among the employees of all sorts of tickets, and the solicitation of any sort of contributions. The only collections permitted in our offices would be the monthly dues for belonging to the P.N.A. Fellowship Club. (These dues amount to 10 cents a month)."

The recommendation of the president was transformed into a motion and adopted unanimously. The contention



of these employees that they did not come to work because there was sought to be collected from them some form of payment is not in accord with the truth, because the motion of the Board of Directors passed 6 months ago is definite in this respect.

4. The assertion that those employees "went on strike" in defense—as they say—of dignity, by reason of alleged dismissals of employees without cause, likewise is not in accord with the truth. The employee discharged from work, of whom mention is made in the communications was dismissed by reason of her lack of application in the performance of her duties and frequent absence from the office without furnishing a reason therefor, which fact no employer can tolerate.

5. The charge, as if revenge was had upon those who belong to the union by transferring them from a better employment to worse absolutely is not in accord with the truth.

6. The Board of Directors does not prohibit any of its employees to belong to a union, however, it cannot permit that an insignificant minority of employees shall dictate to a prepondering majority of P.N.A. employees, to belong contrary to their will, to a union and to such a one as they shall order them to. The Board of Directors likewise cannot allow persons who have nothing in common with P.N.A. or Polish traditions to decide who and for what work a person shall qualify for in the offices of P.N.A.

7. The charge, that old and competent office employees were dismissed and in their places favourites and relatives of officers were engaged, is likewise not in accordance with the truth, because the present Board of Directors [fol. 419] not only retained practically all the old employees despite the fact that many were sponsored by former officers but likewise at the close of last year, on President Rozmarek's suggestion, increased the pay of all, in accordance with their ability, diligence and years of service.

8. We wish to emphasize, that the employees presently complaining in the councils and lodges never turned to the individual officers or to the Board of Directors with their

grievances or demands as they should have done in the first instance before they sought the protection of strangers, and whom later they sent in their name to the Board of Directors with unfounded demands.

9. We are constrained to emphasize the fact that, these good—as they claim—Alliance members, who quit work allegedly in the defense of their honor and in defense against the so-called terrorism, themselves not only lower the prestige and dignity of the P.N.A. but humiliate its good name and injure its interests through sending out untrue and insulting communications to the press, lodges and councils and place very often pickets of strangers in front of the P.N.A. offices, with signs degrading the P.N.A.

10. Fairness impels us to state, that among those who are not returning to work, at least half are good workers, however misguided or terrorised by ambitious individuals, who in this way seek to exert revenge on the present officers, because they were defeated at the last Convention. It is proper to mention that the leader of dissatisfied employees was one of the candidates at the last convention for the office of Secretary General of the P.N.A.

In submitting the foregoing information, we ask the respective Brothers and dear Sisters of the Alliance to take this explanation under their just and impartial consideration, and as to your opinion—we are entirely at ease.

Fraternally yours, Karol Rozmarek, Pres., P.N.A.;  
P. Kozłowski, Vice Pres., P.N.A.; Maria L. Czyz,  
Vice Pres., P.N.A.; A. S. Szezbowski, Sec. Gen.,  
P.N.A.; M. Tomaszewicz, Treas., P.N.A.

[fol. 420]

BOARD'S EXHIBIT No. 19

### ZGODA

Official organ of the Polish National Alliance of the U. S. of N. A. Membership nearly 300,000. The most extensively circulated Polish newspaper in America. 1406-1408 West Division Street, Wicker Park Station, Chicago, Illinois.

A-B-C Member Audit Bureau of Circulations

Entered as second class matter March 7, 1913, at the Post Office at Chicago, Illinois, under the Act of August

24, 1912. Acceptance for mailing at special rate of postage provided for in section 1105, Act of October 3, 1917, authorized on June 18, 1918.

BOARD'S EXHIBIT No. 20

TRANSLATION OF ARTICLE APPEARING IN  
WEEKLY ZGODA DECEMBER 14, 1941

The Board of Directors of the Polish National Alliance to the brothers and sisters of the Alliance.

In view of the fact that certain individuals are still representing the matter of misunderstanding with some office employees of the P.N.A., in a false light, the Board of Directors deems it advisable to present this matter to the Brothers and Sisters of the Alliance in its proper light.

1. On the 7th day of October, 1941, we had on our list 134 employees. On this day, without previous notice, some 30 odd employees did not report for work, a part of whom started to picket to the entrance to the Alliance building, attempting to prevent those employees who came to attend to their daily duties from entering the office. The purpose of this action was to force the Board of Directors to sign a contract with the American Federation of Labor for a "closed shop." Some days thereafter thirty of these employees, upon reflection, returned to their work, so that at the present time 107 employees are at work.

[fol. 421] 2. The Board of Directors does not prohibit any of its employees to belong to a union, but it cannot permit a small minority of employees to dictate to a predominant majority of such employees against their own will to join the union to which they are ordered. The Board of Directors likewise cannot permit that persons who had nothing in common with the P.N.A. and the Polish traditions to decide who is qualified for work in the offices of the P.N.A.

3. That the employees who quit their work, were neither concerned with improvement of working conditions, nor compensation, is evidenced by the fact, that they themselves in the handbills distributed by them set forth that they have no other claims against the P.N.A., excepting only the establishment of a "closed shop" in the offices of the

P.N.A. We know and understand that unions are necessary and beneficial in factories, mines and other private enterprises organized for profit, but we do not see the necessity of establishing a union in the office of a fraternal benefit society, which is organized for the mutual benefit of all, and in which all members, men and women, as well as the employees of the offices of the P.N.A., are co-owners of the assets of which we possess. Furthermore, the Board of Directors is of the opinion that the question of an eventual unionization of the offices of the P.N.A. is a matter for the convention to pass upon as the Supreme Governing body of our Society.

. . . . .

Finally we desire to state that up to now no fraternal benefit society, whether American or Polish, has established a "closed shop" in their offices, and that on the average the employees in the offices of the P.N.A. received better wages than is the case with other like societies, which fact can be readily verified. In our opinion our society is not subject to the Wagner Act and the consideration of this matter by the National Labor Relations Board.

We, therefore, cannot permit unions to force upon us office help as was demanded of us under the contract submitted for our signature, because the Board of Directors could not assume responsibility before the Convention and [fols. 422-425] the whole membership of the Alliance of the proper conduct of the office and business of the Polish National Alliance.

With this in mind the Board of Directors at its last plenary meeting unanimously adopted a resolution, that the groundless demands of some mislead employees for establishment of a "closed shop" in the offices of the P.N.A. be not considered, especially in view of the fact that the great majority of the office employees are not in agreement with those who quit their work.

Fraternally yours, For the Board of Directors of  
P.N.A., I. K. Kozmarek, President; A. S. Szczep-  
bowski, Gen. Secretary; M. Tomaszkiwicz, Treas-  
urer.

## BOARD'S EXHIBIT No. 21

## DZIENNIK ZWIAZKOWY

Polish Daily Zgoda

The only Polish A.B.C. Daily in Chicago. Member of the United Press.

. . . . .

[fol. 426]

## BOARD'S EXHIBIT No. 25

(Letterhead of)

## OFFICE EMPLOYEES' UNION NO. 20732

Affiliated with The American-Illinois-Chicago  
Federations of Labor  
20th Floor, Chicago  
666 Lake Shore Drive  
Phone: Superior 5300

August 30th, 1941.

Mr. F. X. Swietlik, Censor, Polish National Alliance, 735  
North Walker Street, Milwaukee, Wisconsin.

MY DEAR SIR:

The organization of the Office Employees Union A. F. of L. represents the great majority of employees in the offices of the Polish National Alliance in Chicago and for some time we have been endeavoring to persuade the officers thereof to negotiate a contract bearing on a mutual understanding between them and the employees. We have been unable to arrive at any understanding through such peaceful persuasion and our only alternative in view of the circumstances is to exercise our economic strength which is a strike.

We are appreciative of the fact that such a condition should be avoided if at all possible and to that end we have prevailed upon the employees.

In the meantime, in meeting with the employees, whom we understand are also members of the Polish National Alliance, it was suggested that the matter be discussed with you and therefore with this thought in mind we are writing you asking that you meet with a committee of the employees and representatives of this union.



Anticipating your acquiescence, it would be appreciated if you would meet this committee either Saturday or Sun- [fol. 427] day September 6th or 7th in Milwaukee at any hour and place most convenient to you. Your early reply setting forth time and place shall likewise be appreciated.

Respectfully yours, D. E. O'Connell, President Office  
Employees Union Local 20732 A. F. L.

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**BOARD'S EXHIBIT No. 26**

(Letterhead of)

**POLISH NATIONAL ALLIANCE OF THE UNITED  
STATES OF NORTH AMERICA**

**The Largest Fraternal Society of Americans of Polish  
Descent**

Office of the General Secretary of the P. N. A.  
1514-1520 W. Division Street  
Telephone Armitage 0700  
Chicago

September 4th, 1941

Mr. D. E. O'Connell, President, Office Employees Union  
Local 20732 A. F. L., 666 Lake Shore Drive, Chicago,  
Illinois.

DEAR SIR:

Acknowledgment is hereby made of the receipt of your correspondence of August 30th, 1941. Although I appreciate the confidence disclosed in directing this correspondence at my hands, cognizant as I am of the sentiment of the organization on the matter presented in your correspondence, I doubt if my position could be any different than that of the Board of Directors who, under the by-laws of the Society, are charged with the administration of the affairs of our association.

The writer feels that the Polish National Alliance being national in scope, conducted for the welfare of its entire [fols. 428-439] membership must be differentiated from a corporation conducted for profit. I am convinced on the basis of my long association with and thorough knowledge of the affairs of this organization that the employees have

heretofore been accorded every possible consideration and the relationship heretofore subsisting has been characterized by the same fraternal spirit which actuates the entire membership.

In view of the foregoing the writer is unable to perceive any benefit to be gained from a conference suggested in your communication.

Very truly yours, F. X. Swietlik.

CEM:KW.

[fol. 440]

BOARD'S EXHIBIT No. 33

(Translation of Letter to the Censor, Dated March 29, 1941).

Mr. F. X. Swietlik, Censor P. N. A., 735 N. Water St., Milwaukee, Wis.

ESTEEMED CENSOR:

After organizing the Union of the employees of the offices of the Alliance and affiliating ourselves with the American Federation of Labor, we deem it proper to inform You Mr. Censor, as the Supreme officer, and at the same time in epitome inform You what has forced us to take so drastic a step.

In organizing a Union, we were not concerned solely with the protection of our employment. Knowing the position of the organization, we tolerated various collections and continual sale of tickets. However, when in the last few days the assistants to the General Secretary issued strict orders to return regularly 5% of our modest for the present day earnings, we could not fail to protest. This order affected of all the employees with the exception of those in the Treasurer's Department.

Protesting—we had no other alternative. Our questions calling for what purpose we are to contribute this money brought a reply "It should not govern You, and if you don't like it there are plenty of applications in the office of the General Secretary."

We could not accept without a protest such a treatment of this matter. Since although we are employed in the Offices of the Polish National Alliance we deem ourselves free people. Furthermore, it does not concern us alone.

These conditions will not be tolerated by the brothers of the Alliance, likewise the drives for membership will be seriously affected.

Therefore to uphold the prestige of the organization we deemed the time arrived to remonstrate.

[fol. 441] Organizing the Union, we assure You Mr. Censor and all the Officers of the Board of Directors, that as in the past, we shall be generous when it concerns causes of a National or humanitarian character, that we will work for the organization always to the best of our abilities placing the interests of the organization in the first place. Doing this we in return want to be treated as people who cherish their honor, and as members of the same Fraternal Organization.

Submitting to Your Mr. Censor, our matter we are convinced, that You Mr. Censor will understand our position and justify our action.

With assurances of esteem and regard

W. J. Andrzejewski

Jozef Gajda

Edwin Orlowski

Jan Gembara

Stanislaw Oleksky

Edward Oleszek

W. Kargol

I. G. Niemiec

S. Gajkowski

Jan Wojcik

L. Rozen

Jan Wojciechowski

Helena Lachajczyk

Leon Zarembski

J. Swieszek

St. Kilar

Aleks. Bartold

S. Spila

E. Piekarczyk

J. Zurek

T. Jasiorkowski

J. Mazur

R. Sechman

Z. Szaflarska

H. Krzywiec

J. Zajac

F. Ziemska

E. Dzijsa

Z. Satkiewicz

G. Hodupska

V. Zajackowska

J. Balla

E. Florkiewicz

W. Walacha

S. Andrzejewska

E. Panek

W. Cichowicz

S. Gadecki

A. Dziuba

J. Popatowski

T. Jadach

I. Pawlowski

A. Gonerka

L. Barnas

W. Siepak

[fol. 442]

## BOARD'S EXHIBIT No. 34

(Copy of Letter from the Censor—F. X. Swietlik dated May 14, 1941.)

Mr. W. J. Andrzejewski, Chairman of the P. N. A. Office Employees Union, 4900 W. Hutchinson St., Chicago, Illinois.

DEAR SIR:

Confirming the receipt of your declaration, I must assert that I am not in accord with the manner of proceeding in the matter inasmuch as your grievances should have been presented to the administrative authorities of our organization, and be adjusted solely by organizational media.

When this matter reached my attention, I had a conference in the matter with the members of the Board of Directors which at their plenary meeting adopted a resolution in protection of the employees of the offices.

In our Fraternal Organization, a fraternal relationship should subsist between the employees and the superior authority, and a desire to adjust all differences no where else, but within the organizational media.

On the list transmitted at my hand I find several names of persons, who virtually owe their positions in the Alliance exactly to this concept of fraternalism, which should prevail in our organization, and not exclusively to their qualifications.

Accepting advices of your declaration, I trust that the forementioned resolution of the Board of Directors was the proper adjustment of the issue in question.

Fraternally yours, F. X. Swietlik, Censor of the Polish National Alliance.

[fol. 443]

## BOARD'S EXHIBIT No. 35

(Caption—Case No. XIII-C-1692)

Stipulation

It is hereby stipulated and agreed by and between the undersigned parties to the above-entitled proceeding that the following facts may be received in evidence in the above-entitled proceeding with the same, but no greater,

force and effect as though adduced by competent testimony and documentary evidence and without prejudice to the rights of any of the parties hereto to offer other or further evidence relating to the same matters:

Polish National Alliance of the United States of North America, herein called the Alliance, is a fraternal benefit society incorporated under the laws of the State of Illinois. The Alliance has its main office in Chicago, Illinois. The Alliance is the leading Polish-American society in the country, having lodges in all sections of the United States possessing significant numbers of persons of Polish extraction.

The Alliance provides death, disability and accident benefits to its members and their beneficiaries. The Alliance is licensed to conduct its business in twenty-six states of the United States, in the District of Columbia, and in Manitoba, Canada. The Alliance has 1817 local lodges which are located as follows:

State or Place	No. of Lodges	State or Place	No. of Lodges
Arkansas	2	Missouri	16
California	5	Nebraska	5
Colorado	4	New Hampshire	6
Connecticut	60	New Jersey	78
Delaware	3	New York	236
District of Columbia	1	Ohio	116
Florida	1	Oregon	1
Illinois	419	Pennsylvania	407
Indiana	40	Rhode Island	10
Kansas	4	Texas	7
Maryland	21	Virginia	1
Massachusetts	80	Washington	8
Michigan	173	West Virginia	14
Minnesota	25	Wisconsin	73
		Manitoba, Canada	1

[fol. 444] The activities of the Alliance are managed and directed by its directors and officials located at its home office in Chicago, Illinois. The terms and conditions of the various benefit certificates offered by the Alliance are determined and all investments of the funds of the Alliance are made by such officials at the home office. All applications for certificates and claims, applications for loans, and



other matters pertaining to certificates in force are acted upon at the home office. All certificates and all checks covering disbursements by the Alliance are executed at the home office in Chicago, Illinois.

On December 31, 1941, the Alliance had 272,897 certificates in force with a total face amount of \$159,683,583.00.

As of December 31, 1941, the assets of the Alliance were in part as follows:

Cash	\$1,059,236.00
United States Government Bonds and bonds secured by the United States Government	2,451,056.25
Bonds of United States political subdivisions	6,141,863.62
Railroad and railroad equipment bonds	1,694,491.08
Public Utility Bonds	1,007,461.83
Industrial Bonds	1,749,275.41
Stocks	29,750.00

Notes secured by mortgage loans on real estate:

Illinois	\$2,420,843.40
Indiana	321,159.97
Michigan	2,000.00
Wisconsin	2,308.10

Real Estate Owned:

Illinois	\$9,223,443.34
Indiana	1,586,557.73
Michigan	14,829.48
New York	25,193.12
Wisconsin	7,954.14

The cash of the Alliance was during 1941 deposited in banks located in Illinois and Indiana.

[fol. 445] All securities purchased by the Alliance are delivered to it in Chicago and, with the exception of small amounts on deposit with the authorities of Manitoba, Canada, are kept at the home office. Securities are purchased by the Alliance from licensed dealers in securities.

The present officers of the Alliance, as provided for in the constitution, are:

I. K. Rozmarek, president; P. Kozlowski, vice-president; M. L. Czyz, vice-president; A. S. Szczerbowski, general secretary; M. Tomaszkievicz, treasurer.

The directors of the Alliance are the above officers and the following persons:

J. Wattras, Dr. M. W. Majchrówicz, J. Rekucki, A. Wojcik, I. Zwarycz, J. Migala, S. E. Basinski, I. J. Postanowicz, G. Piwowarczyk, J. K. Gronczewski.

Alliance Printers and Publishers, Inc., herein called the Alliance Printers, is an Illinois corporation with its principal place of business and main office located in Chicago, Illinois. The Alliance Printers has a capital stock of Five Thousand Dollars, which is divided into fifty shares of One Hundred Dollars each. The Alliance Printers is engaged in the business of printing the official organ of the Polish National Alliance, publishing a daily newspaper, and doing job printing.

All of the capital stock of the Alliance Printers is held by the Board of Directors of the Alliance. Each of the 15 members of the Board of Directors of the Alliance holds 3 shares of capital stock of the Alliance Printers, while the President of the Alliance holds an additional 5 shares. Upon his election as a Director of the Alliance, there is transferred to the Director the said shares of stock of the Alliance Printers, and upon the death, resignation, or failure of re-election of the Director, the stock in the Alliance Printers is transferred to his successor who holds it during his term of office.

The officers of the Alliance Printers are:

I. K. Rozmarek, president; A. S. Szerbowski, secretary; M. Tomasziewicz, treasurer.

[fol. 446] The Board of Directors of the Alliance Printers is composed of the following persons:

I. K. Rozmarek	P. Kozlowski
A. S. Szerbowski	M. L. Czyz
M. Tomasziewicz	J. Migala
G. Piwowarczyk	

The weekly newspaper printed by the Alliance Printers is called the weekly Zgoda. It is the official organ of the Alliance and is mailed to every member of the Alliance, the cost of such member's subscription being included in his monthly payments. During 1941 there were published a total of 6,857,556 copies of the Zgoda, about 80 per cent of which were sent to subscribers outside the State of Illi-

nois. The Zgoda is distributed both within and without the State of Illinois by means of the United States Mails.

The daily newspaper published by the Alliance Printers is called the Polish Daily Zgoda (Dziennik Zwiazkowy). During 1941, there were published a total of 7,785,524 copies of the Polish Daily Zgoda, about 15 per cent of which were sent to subscribers outside the State of Illinois. The Polish Daily Zgoda is distributed both within and without the State of Illinois by means of the United States Mail.

During the year 1941 the Alliance Printers purchased paper in the amount of \$59,474.41 for use in printing the weekly Zgoda and the Polish Daily Zgoda. All of this paper originally came from points outside the State of Illinois.

During 1941 the Alliance spent \$19,125.95 for postage, telephone, telegram, and express service; and \$15,614.09 for travelling expenses of its officials.

Polish National Alliance of the United States of North America, by Casimir E. Midowicz, Ewart Harris, Attys; Lester Asher, Attorney, 13th Region, National Labor Relations Board.

March 25, 1942.

[fol. 447]

## BOARD'S EXHIBIT No. 36

## Polish National Alliance

Statement Showing Number of Certificates and Amount  
of Insurance in Force as of December 31, 1941

	Number of Certificates	Amt. of Ins. in Force
Arkansas	121	\$87,572.00
California	377	216,175.00
Colorado	532	408,177.00
Connecticut	10,300	5,871,051.00
District of Columbia	108	63,050.00
Delaware	508	264,807.00
Florida	32	18,622.00
Illinois	64,774	36,700,464.00
Indiana	7,526	4,412,888.00
Kansas	928	559,226.00
Missouri	2,407	1,372,570.00
Michigan	22,203	12,264,089.00
Maryland	3,918	2,115,611.00
Massachusetts	13,493	7,186,992.00
Minnesota	3,222	1,914,796.00
Maine	—	—
New York	33,093	18,726,414.00
New Jersey	14,185	8,562,952.00
New Hampshire	897	470,410.00
Nebraska	702	473,885.00
Ohio	16,560	9,805,513.00
Oregon	225	132,549.00
Pennsylvania	61,188	39,322,127.00
Rhode Island	2,162	1,222,439.00
Texas	739	444,195.00
Washington	923	583,481.00
West Virginia	2,170	1,384,411.00
Wisconsin	9,556	5,070,265.00
Virginia	40	24,444.00
Manitoba, Canada	8	4,408.00
	<u>272,897</u>	<u>\$159,683,583.00</u>

[fol. 448]

## BOARD'S EXHIBIT No. 37

## Polish National Alliance

## Traveling Expenses out of Illinois

From January 1st, 1941 to December 31, 1941

J. Fafara .....	\$1,895.80
R. Swiontek .....	103.96
W. Szczygiel .....	88.95
Other Organizers .....	619.48
<b>Total .....</b>	<b>\$2,708.19</b>

## BOARD'S EXHIBIT No. 38

## Polish National Alliance

Advertising, Printing and Stationery Expenses Outside of  
the State of Illinois—From Jan. 1, 1941 to Dec. 31, 1941

Advertising (Newspapers, Magazines, Radio and Other) .....	\$10,661.55
Printing .....	1,340.57
Stationery .....	—
<b>Total .....</b>	<b>\$12,002.12</b>

[fol. 449]

## RESPONDENT'S EXHIBIT No. 1

## State of Illinois

## Department of Trade and Commerce

## Division of Insurance

## Springfield, Illinois

May 20, 1929.

I, the undersigned, Director of Trade and Commerce of the State of Illinois, do hereby certify that the annexed instrument is a full, true and correct copy of Articles of



Association of the Polish National Alliance of the United States of North America Located at Chicago Illinois Approved March 30, 1896, now on file in and forming a part of the records of this department.

In Testimony Whereof, I hereto subscribe my name, and affix the Seal of my office, at Springfield, the day and year first above written.

Leo H. Lowe, Director of Trade and Commerce.  
(Seal.)

Attest: George Huskinson, Superintendent of Insurance.  
CD-88.

[fol. 450]

State of Illinois

Insurance Department

Bradford K. Durfee, Superintendent

To All To Whom These Presents Shall Come—Greeting:

Whereas, a Certificate of Association, duly signed and acknowledged, having been filed in the Insurance Department of the State of Illinois, on the 30 day of March A. D. 1896, for the organization of the Polish National Alliance of the United States of North America (Zwiazek Narodowy Polski W Stanach Zjednoczonych Polnocny Amerika) under and in accordance with the provisions of an act entitled "an act to provide for the organization and management of fraternal beneficiary societies for the purpose of furnishing life indemnity or pecuniary benefits to beneficiaries of deceased members or accident or permanent indemnity disability to members thereof; and to control such societies of this State and of other States doing business in this State, and providing and fixing the punishment for violation of the provisions thereof, and to repeal all laws now existing which conflict herewith," approved and in force June 22, 1893, as amended by act approved June 21, 1895, in force July 1, 1895, a copy of which certificate is hereto attached.

Now, Therefore, I, Bradford K. Durfee, Insurance Superintendent of the State of Illinois, by virtue of the powers vested in me and the duties imposed upon me by the act aforesaid, do hereby certify that the said Polish National Alliance of the United States of North America (Zwiazek Narodowy Polski W Stanach Zjednoczonych Polnocny

Amerika) is a legally organized Fraternal Beneficiary Society, under the laws of this State.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of my office, at Springfield, State of Illinois, this 30 day of March A. D. 1896.

Bradford K. Durfee, Insurance Agent. (Seal.)

[fol. 451] STATE OF ILLINOIS,  
County of Cook, ss:

To the Insurance Superintendent of the State of Illinois:

We, the undersigned, Edmond Z. Brodowski, Adam Blaszczyński, Ignatius F. Dankowski, A. X. Centella, Bernard L. Maciejewski, F. H. Jablonski, Stanislaw Nicki, Wladislaw Wisniewski, John Rosinski and Joseph Palczynski, citizens and voters of the State of Illinois, hereby associate ourselves together for the purpose of forming a corporation, under an act of the General Assembly of the State of Illinois, entitled "An act to provide for the organization and management of fraternal beneficiary societies for the purpose of furnishing life indemnity or pecuniary benefits to beneficiaries of deceased members, or accident or permanent indemnity disability to members thereof, and to control such societies of this State and of other states doing business in this State, and providing and fixing the punishment for violation of the provisions thereof, and to repeal all laws now existing which conflict herewith," approved and in force June 22, 1893, as amended by act approved June 21, 1895, in force July 1, 1895, and for the purpose of such organization we hereby certify as follows, to-wit:

1. The name or title by which such corporation shall be known in law is The Polish National Alliance of the United States of North America (Związek Narodowy Polski W Stanach Zjednoczonych Polnocny Ameriky).
2. The principal business office shall be located in Chicago, County of Cook, State of Illinois.
3. The names and residences of the incorporators are as follows, respectively, to-wit:

Names	Residence		
	Town	County	State
Edmond Z. Brodowski	Chicago	Cook	Illinois
Adam Blaszczyński	Chicago	Cook	Illinois
Ignatius F. Dankowski	Chicago	Cook	Illinois
A. X. Centella	Chicago	Cook	Illinois

[fol. 452]

Bernard L. Maciejewski	Chicago	Cook	Illinois
F. H. Jablonski	Chicago	Cook	Illinois
Stanisław Nicki	Chicago	Cook	Illinois
Władisław Wisniewski	Chicago	Cook	Illinois
John Rosinski	Chicago	Cook	Illinois
Joseph Palczynski	Chicago	Cook	Illinois

4. The object for which this corporation is formed is (1) To unite in a fraternal beneficiary society such members as are admissible in accordance with the laws of the Polish National Alliance, and to advance its members morally, socially and intellectually and to develop patriotism among the members thereof. (2) To create and maintain in a fund or funds by levying on and collecting from the members fees, dues and assessments for carrying out the purposes of the Alliance, and after paying the expenses of conducting its affairs, to pay therefrom, to members who shall have complied with the legal requirements of the Alliance, such sick, accident and disability relief, and to families, kinsmen, heirs, blood relations, affianced husband or affianced wife and to all persons dependent upon the member, such death and funeral benefits as are provided by the rules and constitution of the Alliance.

5. The plan which shall be followed in carrying out the object is as follows, to-wit: To unite in a grand fraternal beneficiary, educational and patriotic society, all men of Polish descent or affiliation, by an equitable assessment to provide: (1) For the payment of death and sick benefits, (2) Disability relief in case of accident, (3) To promote through the group or lodge system with ritualistic form of work, the social, moral, educational and patriotic advancement of the members of the Alliance.

The Supreme power of the Polish National Alliance is to be vested in a central government, to be composed of Ten (10) men who are to be elected by the representatives of

the members of the respective groups thereof, at the biennial session of the Alliance; said session is the supreme legislative power of the Alliance.

6. The management of the aforesaid Alliance shall be vested in a Board of Ten directors.

[fol. 453] 7. The following persons are hereby selected as the Directors to control and manage said corporation for the first year, viz: Theo. M. Helinski, Edmond B. Brodowski, Ignatius F. Dankowski, Bernard L. Maciejewski, A. X. Centella, Val W. C. Klinski, Adam Blaszczyński, Teo. Kodis, Stanislaw Nicki and M. J. Tadowski.

Their successors shall be selected in the following manner: By the representatives of the members of the respective groups thereof at the biennial session of the Alliance, which is the supreme legislative body of the Alliance.

8. No person shall become a member of this corporation who is under 21 or over 50 years of age.

9. Applicants for membership will be required to undergo a strict medical examination before being admitted to membership in this corporation.

10. Bona fide applications for membership have been secured from not less than five hundred persons who have each made application for membership in said proposed Association or Society, and have each been duly examined and recommended by a reputable physician, and have each deposited with the undersigned proposed incorporators of said Association or Society the sum of one assessment on each one thousand dollars of insurance or part thereof, provided for in the plan of organization of said Association or Society as an advance assessment for mortuary purposes.

Signed: Edmond Z. Brodowski, Adam Blaszczyński, Ignatius F. Dankowski, A. X. Centella, Bernard L. Maciejewski, F. H. Jablonski, Stanislaw Nicki, Wladislaw Wisniewski, John Rosinski, Joseph Palczynski.

STATE OF ILLINOIS,

County of Cook, ss:

I, C. F. Pettkoske, a Notary Public, in and for the County and State aforesaid, do hereby certify that on this 28th.

day of March, A. D. 1896, personally appeared before me [fol. 454] Edmond Z. Brodowski, Adam Blaszczyński, Ignatius F. Dankowski, A. X. Centella, Bernard L. Maciejewski, F. H. Jablonski, Stanislaw Nicki, Wladislaw Wisniewski, John Rosinski and Joseph Palczynski, to me personally known to be the same persons who executed the foregoing certificate, and severally acknowledged that they had executed the same for the purposes therein set forth.

In Witness Whereof, I have hereto set my hand and seal the day and year above written.

C. F. Pettkoske, Notary Public. (Seal.)

## RESPONDENT'S EXHIBIT No. 2

### State of Illinois

#### Department of Insurance

#### (Emblem)

I, the undersigned, Director of Insurance of the State of Illinois, do hereby certify that the annexed instruments are full, true and correct photostatic copies of Amendments to the Articles of Incorporation of the Polish National Alliance of the United States of North America, a fraternal benefit society, located at Chicago, Illinois, adopted September 16, 1939, together with Certificate of Approval thereof by Ernest Palmer, Director of Insurance under date of October 17, 1939, now on file in and forming a part of the records of this Department.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Seal of my office.

Done at the City of Springfield, this 6th day of June, A. D. 1941.

Paul F. Jones, Director of Insurance. (Seal.)

### State of Illinois

#### Department of Insurance

I, the undersigned, Director of Insurance of the State of Illinois, do hereby certify that I have examined the Amendment [fol. 455] to Articles One (1), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven



(11) and Twelve (12) of the Articles of Incorporation of Polish National Alliance of the United States of North America, a fraternal benefit society, located at Chicago, Illinois, adopted September 16, 1939, and find the same are conformable to an Act of the General Assembly of the State of Illinois, entitled.

**"Illinois Insurance Code"**

approved June 29, 1937, and effective July 1, 1937, and not inconsistent with the constitution or laws of this State or of the United States, and such Amendments are approved and filed this 17th day of October, 1939.

In Testimony Whereof, I hereto set my hand cause to be affixed the Seal of my office.

Done at the City of Springfield, this 17th day of October, 1939.

Ernest Palmer, Director of Insurance. (Seal.)

**CERTIFICATE OF CHANGES IN THE ARTICLES OF INCORPORATION**

**Of the Polish National Alliance of the United States of North America**

It is hereby certified that on the 16th day of September, A. D. 1939, at a regular meeting of the Convention of the Polish National Alliance of the United States of North America, a fraternal benefit society, organized and existing under and by virtue of the laws of the State of Illinois, held in the City of Detroit, Michigan, at which Convention a quorum was present the following among other proceedings were had: =

Brother Frank Kosinski of Lodge No. 509, introduced the following resolution and moved its adoption:

*"Resolved* that the Articles of Incorporation of this Society be and the same are hereby amended and changed in form and substance as follows:

[fol. 456] Amend Article 1 by striking all of said Article and inserting in lieu thereof the following:

The name by which this Corporation shall be known in law is Polish National Alliance of the United States of North America hereinafter referred to as "Alliance".

Amend Article 4 by striking all of said Article and inserting in lieu thereof the following:

This Corporation is a fraternal benefit society without capital stock, under the laws of the State of Illinois and is organized and carried on for the sole benefit of its members and their beneficiaries and not for profit, having a lodge system with ritualistic form of work and representative form of government. The purpose of the Alliance shall be to promote the cultural, social and economic advancement of its members, to foster fraternalism and patriotism among them, to provide death, disability, accident and other benefits to its members and their beneficiaries, and to provide benefits on the lives of children as authorized by its Constitution and By-laws, and in accordance with the laws of the State of Illinois.

Amend Article 5 by striking all of said Article and inserting in lieu thereof the following:

Membership in the Alliance shall be subject to the requirements of the laws of the State of Illinois and the By-laws of the Alliance. The payment of benefits in all cases shall be subject to compliance by the members with the contract, rules and By-laws of the Alliance, and in conformity with the laws of the State of Illinois, now in force or hereafter enacted.

Amend Article 6 by striking all of said Article and inserting in lieu thereof the following:

The Alliance may create, maintain and disburse funds in accordance with its By-laws and the laws of the State of Illinois. The funds for the payment of benefits and expenses of the Alliance shall be derived from payments by the members, together with accretions to such funds as may be provided for in the By-laws of the Alliance.

[fol. 457] Amend Article 7 by striking the second part of said Article and inserting in lieu thereof the following:

The successors shall be selected as the By-laws of the Alliance may provide.

Amend Article 8 by striking all of said Article and inserting in lieu thereof the following:

The plan which shall be followed in carrying out the purposes of the Alliance is as follows, to-wit: by the organization of local lodges and a Convention as defined in its By-laws. The local lodge shall meet at least once a month, and the Convention shall meet at least once in four calendar years. The Convention shall be the supreme legislative and governing body of the Alliance, having jurisdiction over all subordinate lodges and other subordinate bodies as provided in its By-laws, and over officers and members of the Alliance. It shall be the judge of the election and qualification of its own members, and it shall possess the power to do and perform any and all acts and things by it deemed necessary and expedient for the welfare and perpetuity of the Alliance, and to carry out its purposes, all in conformity with the laws of the State of Illinois.

Amend Article 9 by striking all of said Article and inserting in lieu thereof the following:

The Alliance shall have the power to acquire, hold and convey such real and personal property as shall be requisite for the convenient accommodation of the transaction of its business, and such as may come into its possession by reason of its investments or in satisfaction of indebtedness. The Alliance may provide for the promotion of educational and fraternal activities among its members and for such purpose may create as a part of its General fund a Special fund, as its Convention may determine.

Change Article 10 to Article 12 and as Article 10 adopt the following:

The elective officers of the Alliance shall be a Censor, a Vice-Censor and Commissioners, as shall be provided [fol. 458] in the By-laws of the Alliance, who shall constitute the judicial, appellate and supervisory body in the Alliance, and a President, two Vice-Presidents, a General Secretary, a Treasurer, and a Board of Directors consisting of such number of persons as shall be provided for in the By-laws of the Alliance, and such other officers as the By-laws of the Alliance shall pro-

vide. They shall be elected by a majority vote at any regular session of the Convention, for such term as shall be fixed by the By-laws of the Alliance. In case of the death, resignation or removal of any of said officers the successor for the unexpired term shall be elected as provided in the By-laws of the Alliance. The By-laws may provide that the President, the two Vice-Presidents, the General Secretary and the Treasurer shall be ex-officio members of the Board of Directors.

Adopt Article 11 as follows:

The Board of Directors shall be the executive and managing body of the Alliance, shall protect the charter of the Alliance, shall exercise the corporate powers of the Alliance, as provided by the laws of the State of Illinois, shall have the control and custody of all securities and all real and personal property, which the Alliance shall possess or acquire, with power to designate a custodian to have charge of any real or personal property of the Alliance, and shall perform such other duties as may devolve upon it by the laws of the State of Illinois and the By-laws of the Alliance.

*Be it Further Resolved* that all amendments to the Articles of Incorporation of this Society enacted after the year 1896 and now in force are hereby repealed."

The said motion having been duly seconded, the roll of the Convention was called and resulted as follows:

For the resolution, 516.

Against the resolution, none.

Absent, 8.

Not voting, 10.

Which being an affirmative vote of all members present and entitled to vote at such Convention, said resolution was [fol. 459] by the presiding officer thereupon declared to have been adopted.

It is further certified that said Convention was composed of the following:

Officers of the Society, 1.

Directors of the Society, none.

Elected delegates from the local lodges, 533.

Total delegates in attendance, 534.

In Witness Whereof the said Convention of the Polish National Alliance of the United States of North America has caused this certificate to be executed by its General Secretary, and its corporate seal affixed hereto at Chicago, Illinois, this 4th day of October, A. D. 1939.

Polish National Alliance of the United States of North America. By A. S. Szczerbowski, General Secretary. (Seal.)

### RESPONDENT'S EXHIBIT No. 3

Illinois Insurance Code 1939, being Chapter 73 Revised Statutes of Illinois 1941

#### SECTION 282:

##### *Fraternal Benefit Society Defined*

Every corporation, society, order, lodge or voluntary association, without capital stock, formed, organized or carried on solely for the benefit of its members and their beneficiaries, and not for profit, having a lodge system with ritualistic form of work and a representative form of government and which makes provision for the payment of benefits in accordance with this article, is hereby declared to be a Fraternal Benefit Society. The word "Society" as used in this article shall mean all such fraternal benefit societies.

#### [fol. 460] SECTION 283:

##### *Lodge System Defined*

Every such society having a supreme governing or legislative body and subordinate lodges or branches, by whatever name known, into which members shall be elected, initiated and admitted in accordance with its constitution, by-laws, rules, regulations, and prescribed ritualistic ceremonies, which subordinate lodges or branches shall be required by the constitution or by-laws of such society to hold regular or stated meetings at least once in each month, shall be deemed to be operating on the Lodge System.



## SECTION 284:

*Representative Form of a Government Defined*

Every such society shall be deemed to have a representative form of government when it shall provide, in its constitution or by-laws, for a supreme legislative or governing body composed of representatives elected either by the members or by delegates chosen directly or indirectly by the members, together with such other members as may be prescribed by its constitution or by-laws; the elective members, however, shall constitute a majority in number and have not less than two-thirds of the votes nor less than the votes required to amend its articles of incorporation, (or, if a voluntary association, its articles of association), constitution and by-laws.

## SECTION 285:

*Meetings*

The meetings of the supreme or governing body and the election of officers, representatives or delegates, shall be held as often as once in four calendar years.

## SECTION 288:

*Benefits*

Every such society authorized to do business in this state shall provide for the payment of death benefits, and may issue to its members term, life, endowment, and annuity [fol. 461] certificates and combinations thereof, and may provide for the payment of benefits in case of temporary or permanent partial disability resulting from sickness or accident and also for permanent total disability as the result of either disease or accident occurring before age sixty and may grant loans, withdrawal equities and such non-forfeiture options as its constitution or by-laws may permit; *provided* that such grants shall in no case exceed in value the portion of the reserve to the credit of the certificate on which the same are made. Any society authorized to do business in this State may make provisions for the payment of funeral benefits to the extent of such portion of any payment under the certificate as may reasonably appear to the society to be due to any person equitably entitled thereto by reason of having incurred expense occasioned by the burial of the member; *provided* the funeral benefits shall not exceed the sum of two hundred dollars.

## SECTION 289:

*The Contract .*

Every society shall issue to each beneficial member a certificate specifying the amount of benefit provided thereby, and shall provide that the certificate together with any riders or endorsements (which must be attached thereto) the articles of incorporation (or, if a voluntary association, the articles of association), the constitution and by-laws of the society and the application for membership and declaration of insurability (if used in lieu of a medical examination) a copy of which application and declaration of insurability (if used in lieu of a medical examination), signed by the applicant, shall be endorsed upon or attached to the certificate and made a part thereof, with all amendments to each, thereof, shall constitute the entire contract between the society and the member; and copies of the same, certified by the Secretary or corresponding officer, shall be received in evidence as to the terms and conditions thereof. Any changes, additions or amendments to said articles of incorporation (or, if a voluntary association, articles of association), constitution or by-laws duly made or enacted subsequent to the issuance of the benefit certificate, [fol. 462] shall bind the member and his beneficiaries, and shall govern and control the agreement in all respects the same as though such changes, additions or amendments had been made prior to and were in force at the time of the application for membership; *provided, however*, that any society may provide in its certificates that the rates and benefits shall not be subject to change, in which event the certificate shall contain a provision that if the Society's reserves shall become impaired, in such event there shall be paid by the insured to the Society the amount of the insured's equitable proportion of such deficiency as ascertained by the Society's Board of directors, and if such payment be not made, same shall stand as an indebtedness against the certificate and draw interest at six per centum per annum.

## SECTION 294:

*Investment of Funds and Real Estate Holdings*

The investment of funds and real estate holdings of all domestic societies shall be in accordance with the pro-

visions of this Code governing investments and real estate holdings of life insurance companies; and not otherwise.

SECTION 296-(b):

*Formation of Fraternal Benefit Societies*

4b) The purpose for which it is formed, which shall not include more liberal powers than are granted by this Article, provided that any lawful, social, intellectual, educational, charitable, benevolent, moral or religious advantages may be set forth among the purposes of the society, and the mode in which its corporate powers are to be exercised.

SECTION 298:

*Publications*

Every fraternal benefit society, organized under the laws of the State of Illinois, is hereby authorized and empowered to print and to publish such periodicals, books, [fol. 463] pamphlets and other printed matter as it shall deem of public interest or value and a copy thereof shall be sent to the Director; *provided*, that any moneys received therefor, over and above the cost of the same, shall be used for the benefit of said society and the membership.

SECTION 301:

*Legislative Bodies—Voting*

1. Every domestic society shall maintain its principal office in this State but may provide for the meeting of its legislative or governing body in any other state, province or territory wherein such society shall have not less than five subordinate lodges or branches and all business transacted at such meeting shall be valid in all respects as if such meeting were held within this State. When the laws of any such society provide for the election of its officers by votes to be cast in its subordinate bodies, the votes so cast shall be as valid as if cast at the meeting of its legislative or governing body.

2. In all meetings of any such society, no member, representative or delegate shall cast more than one vote on any question submitted therein, and the members, officers, representatives or delegates of such society shall not vote by proxy and no member under sixteen years of age shall have a voice in the management of the society.

## RESPONDENT'S EXHIBIT No. 4

Certificate Number 19736

STATE OF ILLINOIS

Office of the Secretary of State

To all to Whom these Presents Shall Come, Greeting:

I, Edward J. Hughes, Secretary of State of the State of Illinois do hereby certify that the following and hereto attached is a true photostatic copy of the Articles of Incorporation and all amendments thereto of Alliance Printers and Publishers Incorporated the original of which is now on file and a matter of record in this office.

[fol. 464] In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, Done at the City of Springfield this 18th day of November A. D. 1937.

Edward J. Hughes, Secretary of State. (Seal.)

(This Statement Must be Filed in Duplicate)

A 50994 Apr. 20 '33.

Paid Apr 24 1933 \$20.00

100 T \$1334 OAG.

STATE OF ILLINOIS,

Cook County, ss:

To Edward J. Hughes, Secretary of State:

We, the undersigned, adult citizens of the United States, at least one of whom is a citizen of Illinois,

Jan Romaszkievicz, 2314 Cortez Street, Chicago, Illinois.

Albin S. Szczerbokski, 2427 N. Central Ave., Chicago, Illinois.

Gregory Piowareczyk, 2237 West 51st Street, Chicago, Illinois.

proposed to form a corporation under an Act of the General Assembly of the State of Illinois, entitled, "An Act in relation to corporations for pecuniary profit," approved June 28, 1919, in force July 1, 1919; and all Acts amendatory thereof; and, for the purpose of such organization, we hereby state as follows, to-wit:

1. The name of such corporation is Corporation of Polish National Alliance of the United States of North America Publication.

2. The object for which it is formed is—

1. To print, publish and sell books, newspapers, journals, magazines, periodicals, lists, pamphlets and reports for the dissemination of current and general architectural, engineering, construction and building trade news, notices and information, throughout the business world.

[fol. 465] 2. To carry on the business as proprietors and publishers of newspapers, journals, magazines, books and other literary undertakings.

3. To carry on the business of stationers, printers, lithographers, stereotypers, electro-typers, photographic printers, photo-lithographers, engravers, die-sinkers, book printers, account book manufacturers, dealers in parchment, dealers in stamps, advertising agents, designers, draftsmen, ink manufacturers, book sellers, paper manufacturers and dealers in material used in the manufacture of paper, or any other business or manufacture that may seem expedient.

4. To establish competitions in respect of contributions or information suitable for insertion in any publication of the Company, or otherwise, for any of the purposes of the Company, and to offer and grant prizes, rewards and premiums of such character and on such terms as seem expedient.

5. To undertake and transact all kinds of agency or business which an ordinary individual may legally undertake.

6. To provide and furnish or secure to any members of the Company, or customers, or to any subscribers to, or purchasers or possessors of, any publication of the Company, or of any coupon or ticket issued with any publication of the Company, any chattels, conveniences, advantages, benefits, or special privileges which may seem expedient, and either gratuitously or otherwise.

3. The duration of the corporation is Ninety-Nine (99) Years.



4. The location of the principal office is 1406 West Division Street Chicago, County of Cook State of Illinois.

5. The total authorized capital stock is (Common \$5000.00) and shares of (Common) stock.

6. The amount of each share having a par value is One Hundred Dollars (\$100.00).

7. The number of shares having a par value is Fifty (50).

8. The number of shares of no par value is None.

[fol. 466] 9. The name and address of the subscribers to the capital stock, and the amount subscribed and paid in by each, are as follows:

Name	Address	Number of Shares	Amount Subscribed	Amount Paid In
Jan Romaszkiewicz	2314 Cortez St., Chicago, Ill.	6	\$600.00	\$600.00
Chester Hibner	5355 Montrose Ave., Chicago, Ill.	6	600.00	600.00
Magdalena Milewski	4119 Montrose Ave., Chicago, Ill.	6	600.00	600.00
Albin S. Sacerbowski	2427 N. Central Ave., Chicago, Ill.	6	600.00	600.00
Joseph T. Spiker	11719 S. Michigan Ave., Chicago, Ill.	6	600.00	600.00
Frank X. Swietlik	Milwaukee, Wisconsin	5	500.00	500.00
Gregory Piwowarczyk	2237 W. 41st St., Chicago, Ill.	5	500.00	500.00
Michael Tomaszewicz	5040 W. 31st Pl., Cicero, Ill.	5	500.00	500.00
Jacob Twardzik	2038 W. 21st St., Chicago, Ill.	5	500.00	500.00

11. Amount of capital stock which it is proposed to issue at once:

(a) On shares having no par value —

(b) On shares having a par value of \$100.00 —

Common \$5000.00

12. Amount of capital stock actually paid in:

(a) On shares having no par value —

(b) On shares having a par value of \$100.00 —

Common \$5000.00

13. Amount of capital stock paid in cash is Five Thousand Dollars \$5000.00.

14. Capital stock paid in property as follows: None

None

15. The location and general description of such property is as follows:

[fol. 467] 16. The management of the corporation shall be vested in Nine (9) directors.

17. The name and address of the first board of directors, at least one of whom is a resident of Illinois, and the respective term for which elected are as follows:

Name	Address				Terms for Which Elected
	Number	Street	City	State	
Jan Romaszewicz	2314	Cortez St.,	Chicago,	Ill.	To April 30, 1934
Chester Hibner	5335	Montrose Ave.,	Chicago,	Ill.	To April 30, 1934
Magdalena Milewski.	4119	Montrose Ave.,	Chicago,	Ill.	To April 30, 1934
Albin B. Sacerbowski	2427	N. Central Ave.,	Chicago,	Ill.	To April 30, 1934
Joseph T. Spiker	11719	B. Michigan Ave.,	Chicago,	Ill.	To April 30, 1934
Frank X. Swietlik		Milwaukee,	Wisconsin		To April 30, 1934
Gregory Piwowarczyk	2237	West 51st St.,	Chicago,	Ill.	To April 30, 1934
Michael Tomaszewicz	3040	West 31st Place,	Cicero,	Ill.	To April 30, 1934
Jacob Twardzik	2038	West 21st St.,	Chicago,	Ill.	To April 30, 1934

18. Subject to the conditions and limitations prescribed by "The General Corporation Act, this corporation shall have the following powers, rights and privileges:

To have succession by its corporate name for the period limited in its certificate of incorporation, or any amendment thereof;

To sue and be sued in its corporate name;

To have and use a common seal and alter the same at pleasure;

To have a capital stock of such an amount and divided into shares, with a par value or without a par value, and to divide such capital stock into such classes, with such preferences, rights, values and interests as may be provided in the Articles of Incorporation, or any amendment thereof; and in case provision be made therefor in the Articles of Incorporation, or any amendment thereof, any and all classes of preferred stock may be issued in one or more series of the same class, each such series carrying

such rate of dividends not exceeding eight per cent (8%) per annum, or such lesser amount as may be fixed in the Articles of Incorporation, or any amendment thereof, [fol. 468] and the shares of each such series being redeemable at such redemption price and bearing such particular designation as the Board of Directors subject to such restrictions as may be imposed in the Articles of Incorporation, or any amendment thereof, shall, by resolution, determine and fix prior to the issue of any such stock of such series: Provided, however, that whenever the Board of Directors shall, by resolution, have authorized any such series of preferred stock, a copy of such resolution, duly certified by the secretary or assistant secretary of the corporation, and under its seal, and the facts set up in such certificate verified by the oath of the President or Vice-President shall be transmitted to the Secretary of State, and if the same shall conform to law and to the Articles of Incorporation, and all amendments thereof, the same shall be filed in the office of the Secretary of State.

To acquire, and to own, possess and enjoy so much real and personal property as may be necessary for the transaction of the business of such corporation, and to lease, mortgage, pledge, sell, convey or transfer the same; and to acquire and to own real property, improved or unimproved for the purpose of providing homes for its employes or aiding its employes to acquire and own homes and to improve, lease, mortgage, contract to sell, sell, convey or transfer the same, and to loan money to its employes for such purpose upon such terms as may be agreed upon.

To own, purchase, or otherwise acquire, whether in exchange for the issuance of its own stock, bonds, or other obligations or otherwise, and to hold, vote, pledge, or dispose of the stocks, bonds, and other evidences of indebtedness of any corporation, domestic or foreign;

To borrow money at such rate of interest as the corporation may determine without regard to or restrictions under any usury law of this State, and to mortgage or pledge its property, both real and personal, to secure the payment thereof;

To elect officers, appoint agents, define their duties and fix their compensation;

To lease, exchange or sell all of the corporate assets with the consent of two-thirds of all of the outstanding capital

stock of the corporation at any annual meeting or at any special meeting called for that purpose;

[fol. 469] To make by-laws not inconsistent with the laws of this State for the administration of the business and interests of such corporation;

To conduct business in this State, other states, the district of Columbia, the territories, possessions and dependencies of the United States and in foreign countries and to have one or more offices out of this State, and to hold, purchase, mortgage, and convey real and personal property outside of this State necessary and requisite to carry out the object of the corporation;

In time of war to transact any lawful business in aid of the United States in the prosecution of war, to make donations to associations and organizations aiding in war activities; and to loan money to the State or Federal government for war purposes;

To cease doing business and to surrender its charter;

To have and exercise all the powers necessary and convenient to carry into effect the purpose for which such corporation is formed;

19. An estimate of the per cent of tangible property of the corporation to be used in Illinois for the following year is —

20. An estimate of the per cent of the business of the corporation which will be transacted at or from places of business in Illinois for the following year is —

21. Give the location of the principal places of business of the corporation for the following year and an estimate of the amount of business which will be transacted through each.

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Jan Romaszkieviz, Albin S. Szczerbowski, Gregory

Piwowarczky, Incorporators.

## [fol. 470] OATH AND ACKNOWLEDGMENT

STATE OF ILLINOIS,  
Cook County, ss:

I, Stephanie X. Blaszczeni a Notary Public in and for the County and State aforesaid, do hereby certify that on the 17th day of April A. D., 1933 personally appeared before me Jan Romaszkievicz, Albin S. Szczerbowski and Gregory Piwowarczyk to me personally known to be the same persons who executed the foregoing and severally acknowledged that they executed the same for the purposes therein set forth, and being duly sworn hereby declared on oath that the foregoing statements made, subscribed and verified by them are true in substance and in fact.

In Witness Whereof, I have hereunto set my hand and seal the day and year above written.

Stephanie X. Blaszczeni, Notary Public. (Seal.)

### Corporation for Pecuniary Profit

#### Fees Payable in advance Statement of Incorporation of

Corporation of Polish National Alliance of the United  
States of North America Publication  
Incorporation Fees

Initial fee of 1/20 of one per cent, on the issued capital stock, with a minimum fee of \$20.00, also franchise fee as required by Section 129 of the General Corporation Act.

Note.—In paragraph 10 you should set out a brief description of the rights and preferences of the holders of preferred stock, or any other provision for the regulation of the business and the conduct of the affairs of the corporation. In case of a building corporation you will also give in the same space a specific and definite description of the side of such building. In order to avoid delay read carefully each paragraph in the statement before interpolating the data required. Before execution of the statement compare every recital in the statement and see whether or not it balances with every other recital relating to the same matter.



[fol. 471]

Certificate Number 1263

## STATE OF ILLINOIS

## Office of the Secretary of State

To all to whom these Presents Shall Come, Greeting:

Whereas, a Statement of Incorporation duly signed, acknowledged and verified under oath has been filed in the Office of the Secretary of State on the 24th day of April A. D. 1933, for the organization of the Corporation of Polish National Alliance of the United States of North America Publication under and in accordance with the provisions of "An Act in Relation to Corporations for Pecuniary Profit" approved June 28, 1919, and in force July 1, 1919 and all acts amendatory thereof a copy of which statement is hereto attached.

Now Therefore, I, Edward J. Hughes, Secretary of State of the State of Illinois by virtue of the powers and duties vested in me by law do hereby certify that the said Corporation of Polish National Alliance of the United States of North America Publication is a legally organized Corporation under the laws of this State.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois. Done at the City of Springfield this 24th day of April A. D. 1933 and of the Independence of the United States the one hundred and 57th.

Edward J. Hughes, Secretary of State. (Seal.)

Box 2287

No. 174658

## Articles of Incorporation of

Corporation of Polish National Alliance of the United States  
of North America Publication, Chicago

Capital Stock, \$5,000.00 and Duration 99 years

Filed Apr 24 1933 Edward J. Hughes.

To Be Filed in Duplicate

Please read instructions on back of report before attempting to execute

Date February 21, 1934.  
Filing Fee \$1.00  
Clerk GBK

**Certificate of Designation of Registered Office and Registered Agent by Foreign and Domestic Corporations**

(Stamped—Received Page 0122 Feb 27 '34 Line 16  
Edward J. Hughes Secy. of State)

STATE OF ILLINOIS,  
County of Cook, ss:

To Edward J. Hughes, Secretary of State, Springfield, Illinois.

The undersigned corporation, organized and existing under the laws of the State of Illinois, for the purpose of designating a registered office and registered agent, as required by the provisions of "The Business Corporation Act," of Illinois, represents that:

1. The name of the corporation is Corporation of Polish National Alliance of the United States of North America Publication.
2. Its registered office is 1406 W. Division St., Chicago, Illinois.
3. The name of its registered agent is A. S. Szczerbowski whose address is the same as that of its registered office.
4. Such designation was authorized by resolution duly adopted by the board of directors.

In Witness Whereof, the undersigned corporation has caused this report to be executed in its name by its — [fol. 473] President attested by its — Secretary, this 21st day of February, A. D. 1934.

Corporation of Polish National Alliance of the United States of North America Publication, by J. Romaszewicz, Its President (or Vice-President). (Corporate Seal.)

Attest: A. S. Szczerbowski, Its Secretary.

STATE OF ILLINOIS,  
Cook County, ss:

I, J. Janiga a Notary Public, do hereby certify that on the 21st day of February, A. D. 1934, personally appeared before me J. Romaszkievicz who declares he is President of the corporation, executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Jos. F. Janiga, Notary Public. (Notarial Seal.)

Box 2287

File 658

Certificate of Designation of Registered Office and Registered Agent of Corp. of Polish Natl. Alliance of U. S. of N. A. Publication. Filing Fee \$1.00

#### NOTICE

This certificate must be filed in duplicate. The corporation cannot act as its own registered agent.

The registered office may be, but need not be, the same as the place of business of the corporation, but the registered office and the registered address of the agent must be the same.

[fol. 474] Any subsequent change in the registered office or agent must be immediately reported to the Secretary of State on blanks furnished for that purpose.

Filed Feb 27 1934 Edward J. Hughes Secy. of State

Certificate Number 1043

STATE OF ILLINOIS

Office of the Secretary of State

To all to whom these Presents Shall Come, Greeting:

Whereas, Articles of amendment to the Article of Incorporation duly signed and verified of Corporation of Polish National Alliance of the United States of North America Publication have been filed in the Office of the

Secretary of State on the 16th day of June A. D. 1934, as provided by "The Business Corporation Act" of Illinois, in force July 13, A. D. 1933.

Now Therefore, I, Edward J. Hughes, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate of amendment and attach thereto a copy of the Articles of Amendment to the Articles of Incorporation of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois. Done at the City of Springfield this 16th day of June A. D. 1934 and of the Independence of the United States the one hundred and 58th.

Edward J. Hughes, Secretary of State. (Seal.)

[fol. 475]

Date \_\_\_\_\_

Filing Fee \$ \_\_\_\_\_

Clerk \_\_\_\_\_

(Stamped—Paid \$20.00 June 16 1934 Edward J. Hughes  
Secretary of State. By W E L Corp. Dept.)

Articles of Amendment to the Articles of Incorporation of  
Corporation of Polish National Alliance of the United  
States of North America Publication

(Stamped—Received Page 0537 Jun 16 '34 Line 27  
Edward J. Hughes Secy. of State)

To Edward J. Hughes, Secretary of State, Springfield,  
Illinois:

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

Article First: The name of the corporation is: Corporation of Polish National Alliance of the United States of North America Publication

Article Second: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois: The

name of this Corporation shall be: Alliance Printers and Publishers Incorporated.

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

**Article Third:** The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was Fifty (50); and the number of shares of each class entitled to vote as a class on the adoption of [fol. 476] said amendment or amendments, and the designation of each such class were as follows:

Class	Number of Shares
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(Disregard separation into classes if class voting does not apply to the amendment voted on.)

**Article Fourth:** The number of shares voted for said amendment or amendments was Thirty-four (34); and the number of shares voted against said amendment or amendments was —. The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

Class	Number of Shares Voted For	Against
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(Disregard this Article where the amendments contain no such provisions.)

**Article Fifth:** The manner in which the exchange, reclassification, or cancellation of issued shares, or the reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for by said amendment or amendments, shall be effected, is as follows:

(Disregard this Paragraph where amendments do not affect stated capital or paid-in surplus.)

**Article Sixth: Paragraph 1:** The manner in which said amendment or amendments effecting a change in the amount



of stated capital or the amount of paid-in surplus, or both, is effected is as follows:

(Disregard this Paragraph where amendments do not affect stated capital or paid-in surplus.)

Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by said amendment or amendments are as follows:

	Before Amendment	After Amendment
Stated capital	\$	\$
Paid-in surplus	\$	\$

[fol. 477] In Witness Whereof, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its — President, and its corporate seal to be hereto affixed, attested by its — Secretary, this 15th day of June, 1934.

Corporation of Polish National Alliance of the United States of North American Publication. By J. Romaszkievicz, Its President. (Corporate Seal.)

Attest: A. S. Szczerbowski, Its Secretary.

STATE OF ILLINOIS,  
County of Cook, ss:

I, Elizabeth J. Bebecz, a Notary Public, do hereby certify that on the 15th day of June, 1934, personally appeared before me J. Romaszkievicz, known to me to be the — President of the corporation executing the foregoing document, and being first duly sworn by me acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Elizabeth J. Bebecz, Notary Public.

Box 2287

File 174658

Articles of Amendment to the Articles of Incorporation of Corporation of the Polish National Alliance of the United

States of North America Publication changed to Alliance Printers and Publishers Incorporated. Filed Jun 16 1934 Edward J. Hughes Secretary of State. Filing Fee \$20.00.

[fol. 478]

Date 10-4-37.  
Filing Fee \$1.00  
Clerk T H R

**Certificate of Change of Registered Agent and Registered Office by a Foreign or Domestic Corporation of Illinois**

(Stamped—Received Page 1243 Oct -4 -37 Line 35  
Edward J. Hughes, Secy. of State)

STATE OF ILLINOIS,  
Cook County, ss:

To Edward J. Hughes, Secretary of State, Springfield, Ill.

The undersigned corporation, organized and existing under the laws of the State of — for the purpose of changing its registered agent and its registered office, or both, in Illinois as provided by the provisions of "The Business Corporation Act," of Illinois, represents that:

1. The name of the corporation is Alliance Printers and Publishers, Inc.

2. The address, including street and number, if any, of its present registered office is 1406 W. Division Street, Chicago, Ill.

3. Its registered office is hereby changed to 1406 W. Division Street (including street and number if any change in the registered office is to be made).

4. The name of its present registered agent is A. S. Szczerbowski.

5. The name of the new registered agent is C. Kowalski.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

[fol. 479] 7. Such change was authorized by resolution duly adopted by the board of directors.

In Witness Whereof, the undersigned corporation has caused this report to be executed in its name by its — President attested by its — Secretary, this 23rd day of September, A. D. 1937.

J. Romaszkievicz, President. (Corporate Seal.)

Attest: A. S. Szczerbowski, Secretary.

STATE OF ILLINOIS,

County of Cook, ss:

I, A. E. Palnszenski, a Notary Public, do hereby certify that on the 23rd day of September, A. D. 1937, personally appeared before me J. Romaszkievicz who declares he is President of the corporation, executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

A. E. Palnszenski, Notary Public. (Notarial Seal.)

Box 2287

File 658

Change of Registered Agent and Office of Alliance Printers & Publishers Inc.

Filing Fee \$1.00

#### NOTICE

This certificate must be filed in duplicate. The corporation cannot act as its own registered agent.

The registered office may be, but need not be, the same as the place of business of the corporation, but the registered office and the registered address of the agent must be the same.

Any subsequent change in the registered office or agent must be immediately reported to the Secretary of State on blanks furnished for that purpose.

Filed Oct 4 1937 Edward J. Hughes Secy. of State.

Certified Copy of

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STATE OF ILLINOIS  
Office of Secretary of State

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[fol. 481] RESPONDENT'S EXHIBIT No. 6

POLISH NATIONAL ALLIANCE

Schedule of Disbursements for Mortuary Claims and  
Various Activities From the Date of Organization  
(1880) to December 31, 1940

*Mortuary Claims Paid* ..... \$38,076,756.73

*Educational Purposes*

Alliance College .....	\$2,901,906.68	
Educational Department,		
Scholarships, Schools, etc. ....	570,614.09	
P. N. A. Library in Chicago .....	101,337.98	
Kosciuszko Foundation .....	31,344.15	
Poland Magazine .....	5,000.00	
Promotion of Music .....	1,110.00	
Miscellaneous .....	9,550.00	3,620,862.90

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*National Purposes*

P. N. A. Youth	\$674,274.39	
Immigration Home in Poland	2,428.46	
Pavilion in Poland	25,050.00	
National Defense Committee	2,125.00	
For the Hungry in Poland	195,271.05	
Citizenship Fund	517,140.03	
May Donations	69,072.70	
Polish Army	22,234.08	
10 Million Fund	119,125.79	
Museum in Rappersville	48,212.97	
Plebiscite	142,966.76	
Striking Miners in Pennsylvania	54,398.87	
Christmas for the Poor	23,952.43	

{fol. 482}

Exposition in Posen	7,757.42	
Excursion to Poland	34,491.80	
Hausner Airplane	1,313.00	
Council of All Poles	14,935.97	
Polish Relief Fund	433,457.90	
Miscellaneous	750.00	2,388,959.52

*Relief Purposes*

Relief Department	\$565,995.31	
Old Age Assessments	5,185.60	
Payments to People Visited by Calamities in the U. S.	11,963.94	
Payments to Poor in Poland	14,383.90	
Payments to Cripples in the Polish Army	30,438.64	
P. N. A. Welfare Department	43,466.61	
Flood Victims in Poland	13,453.27	
Miscellaneous	13,156.67	698,042.94



*Commissions and Departments.*

Immigration Commission in N. Y. ....	\$236,351.28	
Help to Immigrants .....	8,134.31	
Polish Army .....	15,123.00	
Singers Society .....	17,147.33	
Womens Department .....	23,144.90	
Polish Falcons .....	14,527.09	
Miscellaneous .....	2,140.11	316,568.02

*Civic Manifestations and  
Memorials*

Kosciuszko Monument in Wash- ington .....	\$47,052.75	
Kosciuszko Monument in Chi- cago .....	19,000.00	
Celebrations .....	11,580.26	
Festivals .....	5,590.29	
Polish Army Monument .....	1,614.63	
Pilsudski Monument .....	490.56	
Miscellaneous .....	25.00	85,353.49
<b>Total</b> .....		<b>\$45,186,543.60</b>

## [fols. 483-489] POLISH NATIONAL ALLIANCE

Benevolent Fund Disbursements January 1, 1941 to Dec.  
31, 1941.

*For Relief*

Welfare Department .....	\$3,141.42	
Polish Relief .....	65,117.12	
Old Age Assessments .....	7,923.67	
Council Relief .....	12,667.15	
Paderewski Relief Fund .....	220.00	
American Red Cross .....	5,000.00	
Miscellaneous Relief .....	149.50	
Christmas for Poor .....	327.50	\$94,546.36

*For Commissions and Departments*

Womens Department		1,228.30
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*For Education*

Alliance College	76,497.72	
Educational Department	12,749.59	
P. N. A. Library	4,838.37	94,085.68

*For National Purposes*

Polish Army	357.21	
P. N. A. Youth Department	58,012.33	
Polish Veterans	3,980.15	62,349.69

Total		\$252,210.03
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[fol. 490]      RESPONDENT'S EXHIBIT No. 11

(Letterhead of)

Polish National Alliance of the United States of North  
America. Office of the President, P. N. A. 1514-20 W.  
Division Street

Chicago, March 27th, 1941.

Office Employees Union No. 20732, 666 Lake Shore Drive,  
Chicago, Illinois.

Attention: Mr. Paul Ackerman

GENTLEMEN:

In response to your correspondence under the date of  
March 24th, permit me to state the opinion and position  
of our Association in the premises.

First:—Our Association is an Illinois, non-profit, fraternal benefit society, granting to its membership certain mortuary and disability benefits. All of our employees are members of our Association. We deem ourselves, in line with the decisions of the Supreme Court of the United States, as not engaged in "commerce" and consequently

not within the contemplation of the provisions of the Federal National Labor Relations Act.

Second:—Without having it deemed as abandoning or waiving the above premise, we do not concede, but on the contrary contest and take issue with the claim that the majority of our employees are members of and have designated your Union as their exclusive bargaining representative within the intent of the Federal National Labor Relations Act.

Yours very truly, I. K. Rozmarek, President.

CEM:KW.

[fol. 491]

RESPONDENT'S EXHIBIT No. 12

DZIENNIK ZWIAZKOWY

POLISH DAILY ZGODA

Entered as second class matter January 9, 1908, at the Post Office at Chicago, Illinois under the act of March 3, 1879.

Published daily except Sundays and Holidays by  
Alliance Printers and Publishers, Inc.,

1406-08 W. Division Street, Chicago, Illinois

Member Audit Bureau of Circulation (American Flag)

(Country Edition)  
including Saturday  
Supplement

Postal Edition Daily

Annually	\$5.00	Annually	\$6.50
Semi-Annually	2.75	Semi-annually	3.50
Quarterly	1.50	Quarterly	2.00
Monthly	.60	Monthly	.75

City Edition transmitted by  
mail beyond the limits  
of Chicago

City Edition transmitted by  
mail in Chicago

Annually	7.50	Annually	8.50
Semi-annually	4.00	Semi-annually	4.50
Quarterly	2.00	Quarterly	2.50
Monthly	.75	Monthly	1.00

At stands single number daily 3¢

At stands single number Saturday issue 5¢

Saturday edition alone 32 to 40 or more pages

In the United States		To other countries	
Annually	2.50	Annually	3.00
Semi-annually	1.50	Semi-annually	1.75
Quarterly	.85	Quarterly	1.00

[fol. 492]

In Canada

Country Edition		The same addition with the Saturday Supplement	
Annually	6.50	Annually	9.35
Semi-annually	3.50	Semi-annually	4.75
Quarterly	1.85	Quarterly	2.50

Charles Piatkiewicz, Editor in Chief

J. Stanley Swierczynski, Manager

Phone: All Departments Brunswick 8700

Telephone to all Departments Brunswick 8700

Manuscripts and Photographs are not returnable by the Editor

OUR SLOGAN: Unity, Fraternalism and Honesty: Labors for Polish National Alliance; Labors for Poland, Labors for the Community!

#### RESPONDENT'S EXHIBIT No. 13

Dziennik Zwiazkowy (Zgoda), Sroda, 8-Go Pazdziernika (October), 1941

Statement of the Ownership, Management, Circulation, Etc.  
Required by the Act of Congress of Aug. 24, 1912, and March 3, 1933

Of Dziennik Zwiazkowy, published daily at Chicago, Illinois, for October 1, 1941, State of Illinois, County of Cook.

Before me, a Notary Public in and for the State and County aforesaid personally appeared J. S. Swierczynski, who, having been duly sworn according to law, deposes and

says, that he is the Business Manager of the Dziennik Zwiazkowy, and that the following is, to the best of his knowledge and belief, a true statement of the ownership, management, and (if a daily paper, the circulation etc.), of the aforesaid publication for the date shown in the above caption, required by the Act of August 24, 1912, as amended by the Act of March 3, 1933, embodied in Section 537, Postal [fol. 493] Laws and Regulations, printed on the reverse of this form, to wit:

1. That the names and addresses of the publisher, editor, managing editor, and business manager are:

Publisher, Alliance Printers and Publishers, Inc., 1406 W. Division St.

Editor, K. Piatkiewicz, 1406 W. Division St.

Managing Editor, K. Piatkiewicz, 1406 W. Division St.

Business Manager, J. S. Swierczynski, 1406 W. Division St.

2. That the owner is: (if owned by a corporation, its name and address must be stated and also immediately thereunder the names and addresses of stockholders owning or holding one per cent or more of total amount of stock. If not owned by a corporation, the names and addresses of the individual owners must be given. If owned by a firm, company, or other unincorporated concern, its name and address, as well as those of each individual member, must be given).

Alliance Printers and Publishers, Inc., an Illinois Corporation.

Ign. K. Robmarek, President, 1520 W. Division St.

A. S. Szerbowski, Secretary, 1520 W. Division St.

M. Tomasziewicz, Treasurer, 1520 W. Division St.

3. That the known bondholders, mortgagees and other security holders owning or holding 1 per cent or more of total amount of bonds mortgages or other securities are: (if there are none, so state).

The Polish National Alliance of the U. S. of N. A.

4. That the two paragraphs next above giving the names of the owners, stockholders, and security holders if any, contain not only the list of stockholders and security holders as they appear upon the books of the company but also, in cases where the stockholder or security holder appears upon the books of the company as trustee or in



any other fiduciary relation, the name of the person or corporation for whom such trustee is acting, is given; also that the said two paragraphs contain statements embracing [fol. 494] affiant's full knowledge and belief as to the circumstances and conditions under which stockholders and security holders who do not appear upon the books of the company as trustees, hold stock and securities in a capacity other than that of a bona fide owner; and this affiant has no reason to believe that any other person, association, or corporation has any interest, direct or indirect in the said stock, bonds, or other securities than as so stated by him.

5. That the average number of copies of each issue of this publication sold or distributed, through the mails or otherwise, to paid subscribers during the twelve months preceding the date shown above is 33,526.

(This information is required from daily publications only.)

J. S. Swierczynski, Business Mgr.

Sworn to and subscribed before me this 3rd day of October, 1941. Irene M. Krawiec, Notary Public.  
(My commission expires 2/8, 1944.) (Seal.)

NOTE—This statement must be made in duplicate and both copies delivered by the publisher to the postmaster, who shall send one copy to the Third Assistant Postmaster General (Division of Classification), Washington, D. C., and retain the other in the files of the post office. The publisher must publish a copy of this statement in the second issue printed next after its filing.

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RESPONDENT'S EXHIBIT No. 14

The statement will appear in the transcript that Respondent's Exhibit 14 is the same as Exhibit B to the Answer of Respondent heretofore contained in the transcript.

[fol. 495] BEFORE THE NATIONAL LABOR RELATIONS BOARD  
TRIAL EXAMINING DIVISION, WASHINGTON, D. C.

Case No. XIII-C-1692

In the Matter of POLISH NATIONAL ALLIANCE OF THE UNITED  
STATES OF NORTH AMERICA and OFFICE EMPLOYERS' UNION  
No. 20732, A. F. of L.

Mr. Lester Asher and Mr. Robert T. Drake, for the Board.  
Mr. Casimir E. Midowicz and Mr. Ewart Harris, of Chi-  
cago, Ill., for the respondent.

Mr. S. G. Lippman, of Chicago, Ill., for the Union.

**Intermediate Report**

**STATEMENT OF THE CASE**

Upon a third amended charge duly filed on March 9, 1942, by Office Employes' Union No. 20732, A. F. of L., herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the Thirteenth Region (Chicago, Illinois), issued its complaint dated March 9, 1942, against Polish National Alliance of the United States of North America, Chicago, Illinois, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (3), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, together with notice of hearing thereon, were duly served upon the respondent and the Union. On March 11, 1942, the Union filed a [fol. 496] fourth amended charge.<sup>1</sup> On March 12, 1942, the Regional Director for the Thirteenth Region issued an amendment to the complaint, based thereupon. Copies of the amendment were duly served upon the respondent and the Union.

With respect to the unfair labor practices, the complaint, as amended, alleged, in substance, that the respondent: (1) on and after March 26, 1941, refused to bargain col-

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<sup>1</sup> It altered, in certain respects, the unit alleged to be appropriate.

lectively with the Union, which was at all times the duly designated exclusive representative of the majority of its employees at its Chicago, Illinois, office in an appropriate unit; (2) on October 6, 1941, discharged and thereafter refused to reinstate Anna Owsiak because she joined the Union and engaged in concerted activities; (3) on or about April 1, 1941, and thereafter, warned and discouraged its employees against union membership or activity, interrogated them respecting their membership in the Union, disparaged the Union, and offered wage increases to certain employees on condition that they abandon their union membership and activities; (4) by such acts caused its office employees to go out on strike on October 7, 1941, prolonged such strike to January 27, 1942, by continuing its unfair labor practices, including warning and urging its striking employees to abandon their concerted activities and return to work; (5) on and after October 10, 1941, refused upon request to reinstate Henry Ziolkowski, a striking employee, because of his union membership and activity; (6) on and after January 27, 1942, refused upon request to reinstate 26 named striking employees<sup>2</sup> because of their union membership and activity; and (7) by the foregoing conduct interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act.

On March 20, 1942, the respondent filed its answer, denying that it was within the jurisdiction of the Board and that it had committed any unfair labor practices, and setting up certain affirmative defenses.

Pursuant to notice, a hearing was held at Chicago, Illinois, from March 23 to 27, 1942, before the undersigned, [fol. 497] Josef L. Hektoen, the Trial Examiner duly designated by the Chief Trial Examiner. The Board, the respondent, and the Union were represented by counsel; all participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties.

At the close of the evidence, counsel for the Board moved to conform the complaint to the proof in regard to formal matters; the motion was allowed without objection. At the close of the hearing the parties argued orally before

<sup>2</sup> They are listed in Appendix A.

the undersigned and the respondent thereafter filed a brief with him.

Upon the entire record in the case, the undersigned makes the following:

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE RESPONDENT

The respondent, Polish National Alliance of the United States of North America, is a fraternal benefit society incorporated under the laws of Illinois. It maintains its head office in Chicago. It provides death, disability, and accident benefits to its members and their beneficiaries. It is "the largest fraternal organization in the world of Americans of Polish descent."

The respondent is organized into lodges of which there are 1817 in 27 States of the United States, the District of Columbia, and Manitoba, Canada. It is licensed to do business in 26 States, the District of Columbia, and Manitoba, Canada.

On December 31, 1941, the respondent had 272,897 benefit certificates with a total face value of \$159,683,583 in force. As of the same date, it owned admitted assets of \$30,090,835. Among such assets were:

Cash (in Illinois and Indiana banks)	\$1,059,236
U. S. Government bonds and obligations	2,451,056
Bonds of U. S. political subdivisions	6,141,863
Railroad and equipment bonds	1,694,491
Public utility bonds	1,007,461
Industrial bonds	1,749,275
Stocks	29,750

[fol. 498] Mortgage loans on real estate in

Illinois	2,420,843
Indiana	321,159
Michigan	2,000
Wisconsin	2,308

Real estate in

Illinois	9,228,443
Indiana	1,586,557
Michigan	14,829
New York	25,193
Wisconsin	7,954

During 1941, its total income was \$5,717,344.09, of which \$3,723,365.21 was received from members and \$1,690,250.57 from investments. During the same period, benefits paid totalled \$1,845,126.33.

The respondent's business is managed and directed by officers and directors located at the head office. All terms and conditions of its certificates are determined, its investments made, applications for certificates, claims, and loans acted upon, and all certificates and checks executed at the head office. Its securities are purchased through licensed dealers and, with the exception of \$11,000 thereof, on deposit with authorities in Manitoba, Canada, are kept at the head office.

Sub-standard risks of the respondent are reinsured through Lincoln National Life Insurance Company, Fort Wayne, Indiana. At the time of the hearing from \$250,000 to \$300,000 of such insurance was in force.

The respondent employs Retail Credit Company, Atlanta, Georgia, to render inspection reports on applicants for certificates. During 1941, the respondent paid it \$4,384.65 for such services.

The respondent pays commissions to organizers in 26 States and, in 1941, it spent \$2,708.19 for their travelling expenses. During the same period it spent \$10,661.55 for advertising in newspapers, magazines, radio, and other media, as well as \$1,340.57 for printing, outside Illinois. It publishes and sells an official 250 to 300 page almanac throughout the United States. The twice-monthly meetings of its board of directors are reported in printed [fol. 499] pamphlets of about 64 pages which are sent to the respondent's approximately 190 councils,<sup>3</sup> 160 of which are outside Illinois.

Alliance Printers and Publishers, Inc.; herein called Alliance, is an Illinois corporation having its place of business in Chicago.<sup>4</sup> Its capital stock is \$5,000 and is held by the

<sup>3</sup> Councils are composed of lodges and may represent upwards of 5000 members of the respondent.

<sup>4</sup> The respondent formerly conducted a printing and publishing department as a part of its operations. It published newspapers and did the respondent's printing. In 1933, the Director of Insurance of the State of Illinois found that the respondent had no power under its charter to conduct such



15 officers and directors of the respondent by virtue of their offices. Its officers and directors are chosen from those of the respondent. Its board of directors appoints the business manager. Its editorial staff is appointed by the Censor<sup>3</sup> of the respondent.

It publishes the weekly *Zgoda*, official publication of the respondent which is mailed to each member; 6,857,556 copies thereof were published in 1941, about 80 percent of which were mailed to persons residing outside Illinois. It publishes the daily *Zgoda*<sup>4</sup>, which is a member of the Audit Bureau of Circulations and of the United Press; 7,785,524 copies thereof were published in 1941, about 15 per cent of which were mailed to persons residing outside Illinois. During 1941, it bought paper for printing these publications in the amount of \$59,474.41, all of which originally came from points outside Illinois. It does all of the respondent's [fol. 500] printing, and job printing. The undersigned finds that Alliance is owned and controlled by the respondent.

The respondent contends that it is not engaged in commerce, within the meaning of the Act, because it is a "fraternal benefit association having the lodge system and ritual, binding its members by fraternal ties, and animating them with the spirit of devotion to a free Poland," and because it is not animated by "the profit motive" and lays stress upon its cultural activities. The respondent also

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printing and publishing activities. On April 24, 1933, Corporation of Polish National Alliance of the United States of North America Publication was incorporated under the laws of Illinois and on May 1, 1934, that corporation took over such activities. Its corporate name was changed to Alliance Printers and Publishers, Inc., on June 16, 1934.

<sup>3</sup> The Censor, F. X. Swietlik, of Milwaukee, Wisconsin is "the ranking officer and representative" of the respondent. His position is "more or less honorary" but carries with it the power to veto actions of the Board of Directors.

<sup>4</sup> During the strike which began October 7, 1941, and continued to January 27, 1942, as hereinafter found, Alliance was picketed by the striking employees of the respondent. As a consequence, publication of the daily *Zgoda* was suspended for a period of 5 days.

points to the fact that since it was organized in 1880, it has expended more than three and a half million dollars for "educational purposes," including the maintenance of Alliance College, Cambridge Springs, Pennsylvania; almost two and a half million dollars for "national purposes"; about \$700,000 for relief purposes; and more than \$400,000 for other purposes, including the erection of monuments, help to Polish immigrants, and the like.

The activities of the respondent in issuing benefit certificates and its attendant investments of large funds place it in the category of an insurance company. As the Board stated in the *John Hancock Mutual Life Insurance Company* case,<sup>7</sup> holding that the company was engaged in commerce, within the meaning of the Act: "The nature and extent of the facilities which insurance companies afford to the commercial life of the nation are so well known as to require neither proof nor discussion \* \* \*. The amount of money annually invested by insurance companies in commercial enterprises of almost every description is huge; that its withdrawal from the money market would seriously impair that free flow of capital and credit which is essential to the commercial life of the United States is beyond question." This applies with equal force to the smaller but nevertheless very extensive activities of the respondent.

The respondent's ownership and control of Alliance further establishes beyond doubt that the respondent is plainly engaged in commerce. The fact that the respondent [fols. 501-520] does not seek to earn profits in the usual sense is immaterial. Thus, the Board has found that the American Medical Association, "a non-profit scientific and educational organization of physicians incorporated under the laws of the State of Illinois relating to non-profit corporations," is engaged in commerce, within the meaning of the Act.<sup>8</sup>

The undersigned therefore finds that the operations of the respondent have a close, intimate, and substantial relation to trade, traffic, commerce, transportation, and communication among the several States.

<sup>7</sup> 26 N. L. R. B., No. 105.

<sup>8</sup> *Matter of American Medical Association and Chicago Mailers Union No. 2, et al.*, 39 N. L. R. B., No. 64.

## II. The Organization Involved

Office Employees' Union No. 20732, is a labor organization affiliated with the American Federation of Labor. It admits office employees of the respondent's Chicago, Illinois, office to membership.

### [fols. 521-522] IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent set forth in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead and have led to labor disputes burdening and obstructing commerce and the free flow of commerce.

. . . . .

### [fol. 523] CONCLUSIONS OF LAW

1. Office Employees' Union No. 20732, A. F. of L., is a labor organization, within the meaning of Section 2 (5) of the Act.

2. The office employees of the respondent's Chicago, Illinois, office, excluding janitors, attorneys, elected officers, the manager of the real estate department, the inspector of the rent collection department, rent collectors, the chief organizer of the organization department, the personal secretary to the president, the personal secretary to the [fols. 524-529] general secretary, the confidential secretary to the Censor (employed in Milwaukee, Wisconsin), the assistant secretary (administrative) to the general secretary, the assistant secretary (administrative) to the treasurer, the librarians, at all times material herein constituted and now constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

3. Office Employees' Union No. 20732, A. F. of L., was on March 26, 1941, and at all times thereafter has been, the exclusive representative of all the employees in such unit for the purpose of collective bargaining, within the meaning of Section 9 (a) of the Act.

4. By refusing to bargain collectively with Office Employees' Union No. 20732, A. F. of L., as the exclusive representative of its employees in the appropriate unit, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (5) of the Act.

5. By discriminating against the employees named in Appendix A, Anna Owsiak, and Henry Ziolkowski in respect to their hire and tenure of employment, thereby discouraging membership in Office Employees' Union No. 20732, A. F. of L., the respondent had engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

6. By interfering with, restraining, and coercing its employees in the exercise of rights guaranteed in Section 7 of the Act, the respondent has engaged and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

. . . . .

[fol. 530] BEFORE THE NATIONAL LABOR RELATIONS BOARD,  
WASHINGTON, D. C.

(Caption—Case No. C-2176 (XIII-C-1692))

### **Exceptions by Respondent Polish National Alliance to the Intermediate Report**

Respondent, Polish National Alliance of the United States of North America, excepts to the Intermediate Report filed herein by Trial Examiner Josef L. Hektoen as follows:

#### **FINDINGS OF FACT**

##### **1. Business of Respondent**

1. The Report fails to find that Respondent is incorporated under the Laws of Illinois as a not for profit corporation, "organized and carried on for the sole benefit of its members and their beneficiaries, and not for profit; and that the Charter issued to Respondent provides, among

other things that "the purpose of the Alliance shall be to promote the cultural, social and economic advancement of its members to foster fraternalism and patriotism among them"; and that Respondent is empowered by its Charter to: "provide for the promotion of educational and fraternal activities among its members."

2. The findings as to the business and activities of Alliance Printers and Publishers Inc. are irrelevant to the issues herein; and the finding that the Alliance Printers and Publishers Inc., is owned and controlled by the Respondent is not supported by the evidence; nor do the findings as to the Alliance Printers and Publishers Inc. bring the Respondent within the provisions of the Act.

3. The finding that Respondent is in the category of an insurance company is not warranted by the evidence, nor inferable therefrom as a matter of law.

4. The finding that the operations of Respondent have a close, intimate and substantial relation to trade, traffic [fols. 531-535] commerce, transportation and communication among the several States is not supported by the evidence and is contrary to the law.

#### [fol. 536] IV. The Alleged Effect of the Charged Unfair Labor Practices Upon Commerce.

26. The finding that the alleged activities of Respondent set forth in Section 111 of the Report, occurring in connection with the operations of the Respondent as set forth in Section 1 have a close, intimate and substantial relation to trade, traffic and commerce among the several States and tend to lead and have led to labor disputes burdening and obstructing commerce and the free flow of commerce is not supported by the evidence, and is contrary to the law applicable to such evidence, and to the law in this case, and to the Constitution of the United States.

#### V. The Remedy Proposed

27. Respondent excepts to each and every recommendation contained in the Report under this Section; upon the grounds that such Recommendations, and each and every one of them is based upon findings which are not supported by the evidence and are contrary to the law applicable to the facts in this case; or against the weight of the evidence;



or are contrary to the law; and the Respondent not being engaged in Commerce within the meaning of the Constitution of the United States and of the Act in question.

[fol. 537]

#### CONCLUSIONS OF LAW

28. Respondent excepts to Conclusions of Law numbered 2 to 7 inclusive, and each and every one of such conclusions, as not being supported by the evidence and as being contrary to the law; and in so far as such Conclusions are based upon the Findings of the Report, they are based upon Findings which are unsupported by the evidence and are contrary to the law, or against the weight of the evidence, or against the law. And the Respondent has not been shown to be engaged in Commerce or that its activities affect Commerce, within the meaning of the Constitution of the United States and the provisions of the Act in question.

#### RECOMMENDATIONS

29. Respondent excepts to the Recommendations contained in the Report, and to each and every one of them, upon the ground that such Recommendations, and each and every one of them, are based upon Findings which are not supported by the evidence and are contrary to the law, or are against the weight of the evidence, or are against the law; and upon invalid Conclusions of Law drawn from the Record and Findings herein, to all of which Exceptions have been taken herein. Nor does the Record show that Respondent is engaged in Commerce or in activities which affect Commerce within the meaning of the Constitution of the United States and the provisions of the Act in question.

Wherefore Respondent prays that the Report be disapproved and the Complaint as amended, dismissed.

[fol. 538] Before the National Labor Relations Board

(Caption—Case No. C-2176)

Room 442  
Shoreham Building  
Washington, D. C.

A hearing was held in the above matter for the purpose of Oral Argument at the above place July 9, 1942 at 2:00

p. m. Before: Harry A. Millis, Chairman; William M. Leiserson, Member.

**Appearances:**

Of Counsel to the Board:

Marvin C. Wahl.

For the Company:

Ewart Harris,  
139 N. Clark Street,  
Chicago, Ill.

Casimir E. Midowicz,  
139 N. Clark St.,  
Chicago, Ill.

For the Union:

None

**Before the National Labor Relations Board  
(Caption—Case No. C-2176)**

Mr. Lester Asher and Mr. Robert T. Drake,  
for the Board.

Mr. Casimir E. Midowicz and Mr. Ewart Harris,  
of Chicago, Ill., for the respondent.

Mr. S. G. Lippman,  
of Chicago, Ill., for the Union.

Mr. Marvin C. Wahl,  
of counsel to the Board.

[fol. 539]

**Decision and Order**

**STATEMENT OF THE CASE**

Upon an amended charge duly filed by Office Employees' Union No. 20732, A. F. of L., herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the Thirteenth Region (Chicago, Illinois), issued its complaint dated March 9, 1942, against Polish National Alliance of the United States of North America, Chicago, Illinois, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (3), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, together with notice of hearing thereon, were duly served upon the respondent and the Union. The Union thereafter

filed another amended charge, and on March 12, 1942, the Regional Director accordingly issued an amendment to the complaint. Copies of the amendment were duly served upon the respondent and the Union.

With respect to the unfair labor practices, the complaint, as amended, alleged, in substance, that the respondent: (1) since March 26, 1941, has refused to bargain collectively with the Union for the employees in an appropriate unit, although the Union has been the exclusive representative of such employees; (2) on or about April 1, 1941, and thereafter, warned its employees against belonging to the Union or engaging in union activity, interrogated them respecting their membership in the Union, disparaged the Union, offered wage increases to certain employees on condition that they abandon their union membership and activities; (3) on October 6, 1941, discharged, and thereafter refused to reinstate, Anna Owsiak because she had joined the Union and engaged in concerted activities; (4) by such acts caused its office employees to go out on strike on October 7, 1941, and by continuing its unfair labor practice, including warning and urging its striking employees to abandon their concerted activities and return to work, prolonged said strike to January 27, 1942; (5) since October 10, 1941, refused upon request to reinstate Henry Ziolkowski, a striking employee, because of his union membership and concerted activity; (6) since January 27, 1942, refused upon request to reinstate 26 named striking employees<sup>1</sup> because of their union membership and concerted activity; and (7) by the foregoing acts has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

On March 20, 1942, the respondent filed its answer, denying that it was engaged in commerce within the meaning of the Act and that it had committed any unfair labor practices, and setting up certain affirmative defenses.

Pursuant to notice, a hearing was held at Chicago, Illinois, from March 23 to 27, 1942, inclusive, before Josef L. Hektoen, the Trial Examiner duly designated by the Chief Trial Examiner. The Board, the respondent, and the Union were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing

<sup>1</sup> They are listed in Appendix A.

on the issues was afforded all parties. At the close of the hearing, counsel for the Board moved to conform the complaint to the proof in regard to formal matters; the Trial Examiner granted the motion without objection. During the course of the hearing, the Trial Examiner ruled on other motions and on objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

The Trial Examiner thereafter filed his Intermediate Report, dated April 28, 1942, copies of which were duly served upon the parties. He found that the respondent had engaged in and was engaging in unfair labor practices, within the meaning of Section 8 (1), (3), and (5) and Section 2 (6) and (7) of the Act, and recommended that it cease and desist therefrom and take certain affirmative action, including the reinstatement of Anna Owsiak, Henry Ziolkowski, and the 26 striking employees with back pay, [fol. 541] deemed necessary to effectuate the policies of the Act. On May 29, 1942, the respondent filed exceptions to the Intermediate Report and a brief in support of the exceptions.

Pursuant to notice, a hearing was held before the Board at Washington, D. C., on July 11, 1942, for the purpose of oral argument. The respondent was represented by counsel and presented argument to the Board.

The Board has considered the exceptions to the Intermediate Report and the brief in support thereof and, insofar as the exceptions are inconsistent with the findings, conclusions, and order set forth below, finds them to be without merit.

Upon the entire record in the case, the Board makes the following:

#### FINDINGS OF FACT

##### I. The Business of the Respondent

The respondent, Polish National Alliance of the United States of North America, is a fraternal benefit society incorporated under the laws of Illinois, and maintaining its principal office in Chicago. It provides death, disability, and accident benefits to its members and their beneficiaries. It is "the largest fraternal organization in the world of Americans of Polish descent." The respondent is

organized into 1817 lodges in 27 States of the United States, the District of Columbia, and Manitoba, Canada, and is licensed to do business in 26 States, the District of Columbia, and Manitoba, Canada.<sup>2</sup> Delegates are selected from a group of lodges and together constitute a council. The respondent has approximately 190 councils, 160 of which are outside the State of Illinois.

On December 31, 1941, the respondent had in force 272,897 insurance benefit certificates with a total face value of \$159,683,583. As of the same date, it owned admitted assets of \$30,090,835. Among such assets were:

[fol. 542] Cash (in Illinois and Indiana banks) <sup>3</sup>	\$1,059,236
U. S. Government bonds and obligations	2,451,056
Bonds of State of U. S. and political subdivisions of States	6,141,863
Bonds of foreign countries (Canada, Poland)	14,797
Railroad and equipment bonds	1,694,491
Public utility bonds	1,007,461
Industrial bonds	1,749,275
Stocks	29,750
Mortgage loans on real estate in	
Illinois	2,420,843
Indiana	321,159
Michigan	2,000
Wisconsin	2,308
Real estate in	
Illinois	9,223,443
Indiana	1,586,557
Michigan	14,829
New York	25,193
Wisconsin	7,954

During 1941, its total income was \$5,717,344, of which \$3,723,364 was received from members and \$1,690,250 from

<sup>2</sup> These findings are based upon a stipulation of the parties. However, the respondent's "Annual Statement" indicates that the respondent is authorized to transact business in each of the 27 States where it maintains lodges.

<sup>3</sup> The respondent's "Annual Statement" shows that it also has cash on deposit in Pennsylvania banks.



investments. During the same period, benefits paid totaled \$1,845,126.

The respondent's business is managed and directed by officers and directors located at the Chicago office. All terms and conditions of its insurance certificates are determined, investments made, applications for certificates, claims, and loans acted upon, and all insurance certificates and checks executed, at the home office. Its securities are purchased through licensed dealers and, with the exception of \$11,000 thereof on deposit with authorities in Manitoba, Canada, are kept in Chicago.

[fol. 543] Substandard risks of the respondent are reinsured through Lincoln National Life Insurance Company, and all reinsurance documents are sent to the company's home office at Fort Wayne, Indiana. At the time of the hearing from \$250,000 to \$300,000 of such insurance was in force. The respondent employs Retail Credit Company, Atlanta, Georgia, to render inspection reports concerning the financial standing and character of applicants for insurance certificates. During 1941, the respondent paid that company \$4,384 for such services.

The respondent pays commissions to "organizers"<sup>4</sup> in 26 States and, in 1941, it spent \$2,708 for their traveling expenses outside of Illinois. During the same period it spent \$10,661 for advertising in newspapers, magazines, radio, and other media, as well as \$1,340 for printing, outside Illinois. It publishes and sells an official almanac at 50 cents per copy, throughout the United States. The semi-monthly meetings of its board of directors are reported in printing pamphlets of about 64 pages which are sent to the respondent's councils.

Alliance Printers and Publishers, Inc., herein called the Alliance, is an Illinois corporation having its place of business in Chicago. All its capital stock is held by the officers and directors of the respondent by virtue of their offices. The officers and directors of the Alliance are chosen from among those of the respondent. The board of directors of the respondent appoints the business manager. The Censor of the respondent, its ranking officer and representative appoints the editorial staff of the Alliance. The latter publishes the weekly *Zgoda*, official publication of the re-

<sup>4</sup> Their duties are to a large extent similar to those of insurance agents.

spondent, which is mailed to each member: 6,857,556 copies were published in 1941, about 80 percent of which were mailed to persons residing outside Illinois. It also publishes the daily Zgoda which appears for sale on newsstands in Illinois, Indiana, and Michigan. In 1941, 7,785,524 copies of the daily Zgoda were published, about 15 percent of which were mailed to persons residing outside Illinois. Both the weekly and daily Zgoda are members of the Audit Bureau of Circulations, and the latter is also a member [fol. 544] of the United Press. During 1941, the Alliance bought paper for printing these publications in the amount of \$59,474, all of which originally came from points outside Illinois. The Alliance also does all the respondent's job printing.

The respondent contends that it is not engaged in commerce within the meaning of the Act because it is a "fraternal benefit association having the lodge system and ritual, binding its members by fraternal ties, and animating them with the spirit of devotion to a free Poland," and because it is not inspired by "the profit motive." The respondent also points to the fact that, since its organization in 1880, it has expended large sums for "educational purposes," including the maintenance of Alliance College, Cambridge Springs, Pennsylvania, for "national purposes," for relief, and for other purposes, including the erection of monuments and help to Polish immigrants.

Although the respondent has been organized as a non-profit corporation and its charter emphasizes the cultural and social purposes of its incorporation, these factors are not conclusive of the question of our jurisdiction; the determining point is what the corporation does.<sup>5</sup> The activities of the respondent in issuing insurance benefit certificates and its attendant investments mark it as an insurance company.<sup>6</sup> We have previously held that a company en-

<sup>5</sup> *White v. Central Dispensary and Emergency Hospital*, 99 F. (2d) 355 (App. D. C.).

<sup>6</sup> This is recognized by the respondent in its "Manual" wherein it states:

• • • the Polish National Alliance in recent times has greatly expanded and developed into a large fraternal insurance organization • • • through its expansion it has entered the field of sharp competition of business institutions.

gaged in the insurance business, through similar extensive activities, is engaged in commerce within the meaning of the Act.<sup>7</sup> Moreover, the fact that the respondent may not be organized for "profit" does not place it beyond our jurisdiction.<sup>8</sup> We find that the respondent is engaged in commerce within the meaning of the Act.

[fol. 545] II. The Organization Involved

Office Employees' Union No. 20732 is a labor organization affiliated with the American Federation of Labor. It admits to membership office employees of the respondent's Chicago, Illinois, office.

• III. The Unfair Labor Practices

A. The Refusal to Bargain

1. The Appropriate Unit

The complaint, as amended, alleges that all Office employees of the respondent's Chicago, Illinois, office, excluding janitors, attorneys, elected officers, the manager of the real estate department, the inspector of the rent collection department, rent collectors, the chief organizer of the organization department, the personal secretary to the president, the personal secretary to the general secretary, the confidential secretary to the Censor (employed in Milwaukee, Wisconsin), the assistant secretary (administrative) to the general secretary, the assistant secretary (administrative) to the treasurer, and librarians, constitute a unit appropriate for the purposes of collective bargaining.

The respondent desires to exclude the following employees from the appropriate unit:

<sup>7</sup> *Matter of John Hancock Mutual Life Insurance Company and American Federation of Industrial and Ordinary Insurance Agents Union No. 21571*, 26 N. L. R. B. 1024.

<sup>8</sup> *N. L. R. B. v. Christian Board of Publications*, 113 F. (2d) 678 (C. C. A. 8); *Matter of American Medical Association and Chicago Mailers Union No. 2*, *International Typographical Union, etc.*, 39 N. L. R. B. 385.

*Henry Ziolkowski, I. Pawlowski, Walter Andrzejewski, W. Neuman, J. Hawrylewicz.* These employees are designated as "chief clerks" by the respondent and are in charge of separate departments. They allocate work to the other employees in their respective departments and perform clerical duties themselves. None of them has power to hire or discharge or to recommend such action. We are of the opinion that the nature of the duties performed by these employees does not require their exclusion from the unit, and we find them to be within the unit.

*E. Wnorowska.* She is secretary to the respondent's medical examiner and her duties require her to check applications, directing her superior's attention to those of [fol. 546] a questionable character. It appears that her position does not give her access to confidential information pertaining to labor relations. We shall therefore include her within the unit.

*J. Kowal and A. M. Skibinska.* These employees work under the direction of J. Hawrylewicz, the "chief clerk" in charge of the "Youth department." Their duties are essentially clerical, and neither directs the work of any other employees. We find them to be properly included within the appropriate unit.

*S. Kilar.* The duties of this employee are mainly clerical, requiring him to photostat and file applications and claims. We shall include him within the unit.

The respondent further urges that the following employees should be included within the unit:

*Office employees of the Alliance.* There are 16 such employees whose duties, although clerical, are not connected in any manner with the duties of the respondent's employees who constitute the alleged appropriate unit.

There is no showing of an interchange of employees between the respondent and the Alliance. The Alliance occupies a building approximately 1½ blocks distant from the respondent. Moreover, it is not shown that the Union has attempted to organize these employees. Under the circumstances, we find that the office employees of the Alliance are not a part of the appropriate unit.

*M. Janicki and M. Sakowska.* These employees are librarians who work in the basement of the respondent's building. They perform the usual functions of their calling and have no routine contact with the employees in the

unit alleged to be appropriate. We are of the opinion that the librarians should be excluded.

*F. Dziob.* As the personal secretary to the president of the respondent, Dziob receives calls, makes appointments, handles correspondence, and generally acts for the president in his absence. He has access to confidential information pertaining to labor relations, and we shall consequently exclude him from the unit.

*J. Fafara.* He is the chief "organizer" for the organization department and as such is in charge of the other [fol. 547] "organizers" in the field, whose duties are similar to those of an insurance agent. He spends a large portion of his time in traveling and giving lectures to the men in the field. He also supervises the payment of commissions to the employees of the organization department. His work is not that of an office employee and is sufficiently supervisory in nature to require his exclusion from the appropriate unit.

*P. Grzesiak.* As manager of the real estate department, he is in charge of all the real estate sales for the respondent and supervises the work of the office employees in his department. He reports periodically to the respondent's board of directors on the status of his work. Like Fafara, his duties are essentially different from those of the ordinary office employee and his work is primarily supervisory; we shall exclude him from the unit.

*C. Kowalski.* He is the inspector of rent collections and works with Grzesiak in the real estate department. He directs the raising and lowering of rents, spending the greater portion of his time outside the office inspecting real estate and investigating complaints. Kowalski also is properly excluded from the appropriate unit.

*Rent collectors.* There are 11 rent collectors employed by the respondent. They spend almost their entire time outside the office collecting rents and they report to the office only for the purpose of having their collections checked by Kowalski. They are paid on a commission basis. We find that their work is unlike that of the other employees and requires their exclusion from the unit.

*J. Foszcz.* None of the parties objected to the inclusion of Foszcz within the unit. He is in charge of the auditing department and distributes the monthly reports received from the respondent's lodges to his subordinates for audit-



ing. He also determines which of the 14 employees in his department shall receive time-off and which are required to work overtime. He has been employed by the respondent for 15 years, and one of the respondent's counsel stated at the hearing that Foszcz occupied a supervisory status. In view of the nature of his duties, we are of the opinion that Foszcz is more closely allied with management than [fol. 548] with the employees within the unit and we shall, therefore, exclude him from the appropriate unit.

We find that all office employees of the respondent's Chicago, Illinois, office, excluding janitors, attorneys, elected officers, the chief clerk of the auditing department, the manager of the real estate department, the inspector of the rent collection department, rent collectors, the chief organizer of the organization department, the personal secretary to the president, the personal secretary to the general secretary, the confidential secretary to the Censor (employed in Milwaukee, Wisconsin), the assistant secretary (administrative) to the general secretary, the assistant secretary (administrative to the treasurer, and librarians, at all times material herein constituted and now constitute a unit appropriate for the purposes of collective bargaining, and that such unit insures to employees of the respondent the full benefit of their right to self-organization and to collective bargaining, and otherwise effectuates the policies of the Act.

## 2. Representation By the Union of a Majority in the Appropriate Unit

The respondent's March 26, 1941, pay roll contains the names of 111 employees in the unit found above to be appropriate. Application cards introduced in evidence and testimony which we believe, as did the Trial Examiner, show that between March 20 and 26, 1941, 60 employees within such unit signed applications for membership in the Union or expressly authorized the Union to represent them.\*

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\* The respondent sought to show that Emile Panek, who designated the Union as her bargaining agent, subsequently revoked such designation. She signed a card on the afternoon of March 24 and gave it to employee Louis Rozen at that time. On the morning of March 25, she asked him to

[fol. 549] We find, as did the Trial Examiner, that on March 26, 1941, and at all times thereafter, the Union was the duly designated representative of a majority of the employees in the appropriate unit, and that, by virtue of Section 9 (a) of the Act, the Union was, and has been, the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

### 3. The Refusal to Bargain Prior to the Strike

On March 19, 1941, a number of the respondent's office employees visited the headquarters of the Union, where they learned that they were eligible for membership; on March 22, they began an intensive membership drive. On March 23, they held a meeting, elected officers, and authorized representatives of the Union to get in touch with the respondent's management in order to "consummate some kind of an agreement." As found above, by March 26, 60 employees of the respondent had designated the Union as their collective bargaining representative.

Pursuant to authorization, James Algozino and Ackerman, union representatives, on March 26, 1942, called on

destroy it, and he informed her that he could not do so since he no longer had the card. Panek testified that on the same day she wrote a note to Andrzejewski, the leading union organizer in the respondent's office, asking that her card be destroyed. However, on March 29, 1941, she signed a protest, hereinafter discussed, from the Union to the Censor of the respondent, and, if her testimony be accepted, such action negatives her earlier expression of desire to withdraw from the Union. Andrzejewski testified that 2 months after the Union was organized, Panek wrote him stating that she wished to withdraw, that he thereupon explained to her that she had "the right to belong," and that thereafter Panek attended a union meeting. At best, Panek's actions were equivocal, and in the absence of a clear manifestation of a contrary intention, we find that she remained a member of the Union. See *Matter of Crown Can Company and American Federation of Labor*, N. L. R. B., No. —. In any event, even if the withdrawal of Panek were considered effective, the Union would nevertheless still have had a majority at all times herein material.

Charles Rozmarek, president of the respondent, and Casimir Midowicz, its counsel, at the respondent's office. Ackerman advised the respondent's representatives that the Union represented a majority of the office employees of the respondent and requested recognition. According to Algozino's uncontradicted testimony, Rozmarek replied that, if the Union represented any employees, "it was a small group of dissatisfied, disgruntled drones." He refused to agree to a consent election to determine the question, and stated that the respondent was not subject to the jurisdiction of the Board.

[fol. 550] Early in April 1941, the Union submitted a proposed contract to the respondent; in August it submitted a second proposed contract. Charles Noble, a union representative, testified without contradiction that "Nothing was ever done. At one time in our negotiations, we agreed to tear up any contract we had submitted and sit down across the table and work out something that would be mutually agreeable to the employer and the Union, but that was refused."

On August 30, 1941, the Union wrote F. X. Swietlik, of Milwaukee, Wisconsin, the Censor of the respondent and its ranking officer and representative, whose position carries with it the power to veto actions of the board of directors. The letter stated that, because of the failure of the respondent to bargain collectively with the Union, the latter's only alternative was a resort to its economic strength. It suggested that the Censor meet with a union committee in an endeavor to avoid a strike. On September 4, the Censor replied that the respondent "must be differentiated from a corporation conducted for profit," and stated that he was "unable to perceive any benefit to be gained from a conference."

Noble further testified, without contradiction, as follows: On September 26, 1941, Noble and the grievance committee of the Chicago Federation of Labor called on Rozmarek. They asked that the Union be recognized and that the respondent bargain collectively with it. Rozmarek refused the request but asked that a strike be averted until after the December 10 meeting of the supervisory council of the respondent. He assured them that "everything would remain [in] status quo in the office" until such time.

The respondent admits in its answer,<sup>10</sup> and we find, as did the Trial Examiner, that on March 26, 1941, and at all times thereafter, the respondent refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit, and has thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

[fol. 551] B. Interference, Restraint, and Coercion

After the Union made its existence known to the respondent on March 26, 1941, the latter not only refused to bargain collectively but set out on an intensive campaign to undermine the Union.

Employee Stanley Spila testified without contradiction, and we find, as did the Trial Examiner, that on March 26, 1941, J. Zwarycz, a director of the respondent, asked Spila whether he was a union member and what he thought about the Union, adding that he did so at the request of Rozmarek, president of the respondent. Spila told Zwarycz that he had joined the Union so as to "protect myself against some of the people collecting graft in the office."

Employee Andrzejewski testified without contradiction that during the last week of March 1941, M. L. Czyz, a vice president of the respondent, told him that she could never "consider" a union of employees of the respondent and that he was foolish to have become involved "in this kind of trouble." She thereafter frequently repeated substantially the same statements to Andrzejewski. Czyz was not called as a witness. We find, as did the Trial Examiner, that Czyz made the statements which Andrzejewski attributed to her.

Andrzejewski also testified that, on March 29, John Ulatowski, president of the council of the respondent of which Andrzejewski was a member, told him that President Rozmarek had authorized him to advise Andrzejewski that if

<sup>10</sup> The complaint alleges and the respondent's answer admits that on March 26, 1941, and at all times thereafter, the respondent refused, upon request, to bargain collectively with the Union. The respondent averred that it is "not engaged in interstate commerce and therefore not subject to the jurisdiction" of the Board "or the provisions" of the Act.

the latter gave up his union activities he would receive \$15 more per month, of which \$10 would be paid to Kostecki, assistant to the general secretary, for the campaign fund being raised for the reelection of the respondent's officers, leaving him \$5 "ahead." Andrzejewski testified that he rejected the proposal. Ulatowski, while admitting that he often talked with Andrzejewski, denied this particular conversation, stating that he had never talked about the Union with Andrzejewski or Rozmarek. Ulatowski admitted that he supported Rozmarek at the 1939 convention, at which the latter was elected president of the respondent, and that his daughter, who became an employee of the [fol. 552] respondent shortly thereafter and was working at the Chicago office at the time of the hearing, told Ulatowski of the formation of the Union. Rozmarek denied asking Ulatowski to make the proposal to Andrzejewski. In view of the fact that Rozmarek asked Zwarycz to inquire of Spila respecting his union membership, and in view of Ulatowski's unconvincing protestation that he never talked about the Union to either Andrzejewski or Rozmarek, we find, as did the Trial Examiner, that Ulatowski made the proposal to Andrzejewski, at the instance of Rozmarek.

On March 29, 1941, 45 union adherents addressed a letter to the Censor explaining that they had joined the Union in protest against "orders to return regularly 5% of our modest \* \* \* earnings" toward a campaign fund for the reelection of the respondent's officers. On May 14, 1941, the Censor replied, stating, among other things, that he considered their action improper, "inasmuch as your grievances should have been presented to the administrative authorities of our organization."

Andrzejewski testified, without contradiction, and we find, as did the Trial Examiner, that early in April 1941 G. Piwowarczyk, a director of the respondent, told him that he was foolish to have become involved with the Union, that the respondent's board of directors would never recognize it, and that there was no place for a union in an organization such as the respondent.<sup>11</sup> Andrzejewski testi-

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<sup>11</sup> The same contention was made by counsel for the respondent during the course of oral argument before the Board and in its brief.



field that Piwowarczyk repeated these remarks to him many times thereafter, adding on one occasion that Rozmarek was prepared to "fight the case through all of the courts," that the Union was a "dead issue," and that Andrzejewski would be wise if he stopped his union activities.

Andrzejewski further testified that on April 18, 1941, M. W. Majchrowicz, J. Wattras, and J. Rekucki, directors of the respondent, told employee Rozen and himself that the Union "is out of the question" and that the respondent would never recognize a union because, while a union might be appropriate in a factory, it had no place in an office. None of these directors testified, and we credit the testimony of Andrzejewski, as did the Trial Examiner.

[fol. 553] Employee Rozen testified, without contradiction, and we find, as did the Trial Examiner, that in the respondent's office in April 1941 he heard Piwowarczyk warn employees S. Gadecki and I. Cieslak, "Do not join the union."

It is undenied, and we find that during April, May, and June, 1941, Killoren, supervisor of the female office employees and confidential secretary to the general secretary, asked employee Anna Owsiak, whose discharge is discussed below, whether she was a member of the Union; told a number of women employees, including Owsiak, that they were foolish for joining the Union and that the respondent would never allow a union in its office; told Owsiak and other employees that, if the Union ever established itself, the respondent would hire an efficiency expert and have most of the employees discharged; told employee Spila that he had been foolish to join the Union and bring outsiders "to our organization to tell us what to do"; inquired of employee F. Ziemiński if he was a union member; told employee Elizabeth Kloss that she held Kloss "above those who joined the Union," and, upon learning from Kloss that the latter was a member of the Union; told her that she was unfair to those who were paying her; told employee Victoria Zajackowska that the Union would do her no good, that Killoren's sister had joined a union and achieved no salary increase as a consequence, that once a union came in, the employees would receive no vacations but would be penalized for lateness and would receive no pay when ill; and at another time, after first inquiring as to Zajackowska's union status, told her that she knew Zajackowska was a member of the Union.. We also find

that because of Killoren's supervisory status, as well as her confidential position, the employees had just cause to believe that she represented the respondent, and the respondent is accordingly responsible for her statements set forth above.<sup>12</sup>

The following incidents related by witnesses for the Board are also undenied and are found to have occurred [fol. 554] as testified to by such witnesses: Between April 15 and 20, 1941, Kostecki, assistant to the general secretary, inquired of employee Kilar whether he had signed a union application and, upon receiving an affirmative reply, shook his finger at Kilar and said, "You will be sorry for that." About April 16, 1941, Buczak, president of employee Joseph Gajda's council, called Gajda to his home, told Gajda that he had been informed in the office of the respondent's secretary that Gajda was "on the blacklist for union activities and being secretary of the union." Gajda admitted that he was an officer of the Union, and Buczak thereupon told him, "Go to the secretary's office . . . and talk to them, tell them you are off all union business . . . be better for you and your job will be safe," adding, "Don't forget there never will be a union at the Polish National Alliance, that the board of directors and the board will never agree to a union in the home office." Early in June, 1941, Buczak, after again calling at the office of the respondent, told Gajda at his home the same evening that the treasurer of the respondent desired that Gajda "Talk to the other boys about settling this case with the officials of the Polish National Alliance outside the union, without organizers or anybody, just pick out your own committee . . .," adding that Tomaskiewicz, the treasurer, would arbitrate the matter between the employees and the board of directors. During May 1941 A. Wojcik, a director, told employee Joseph Lopatowski that she heard that the employees were organizing a union, that they were doing a foolish thing, that the respondent would never recognize the Union, and that "we have enough trouble as it is" on

<sup>12</sup> See *Matter of Germain Seed and Plant Company and International Brotherhood of Teamsters, etc.*, 37 N. L. R. B. 1090; *Matter of Central Greyhound Lines, Inc., of New York and Brotherhood of Railroad Trainmen*, 27 N. L. R. B. 976; *International Association of Machinists v. N. L. R. B.*, 311 U. S. 72.

account of a union at the daily Zgoda, adding that the respondent "wanted nobody to come here and tell us what to do or whom to hire." Wojcik also told Lopatowski that he should go to Szczerbowski, the general secretary, and tell the latter that he was "his man" and would "stick with him." During May or June 1941 Szczerbowski told employee Henry Ziolkowski that, though the employees of the respondent might try to organize a union, they would "never go through with it."

Foszcz, the chief clerk of the auditing department, according to numerous witnesses who credibly testified with- [fol. 555] out contradiction, also played an important role in the respondent's campaign against the Union. In May 1941 he told employee Kilar that he should not have joined the Union and that it could do nothing for him. About the same time he told employee John Wojcik that he thought Wojcik was foolish for joining the Union, that Wojcik was old enough to know better, that the union members did not know what they were doing, and that there would be no Union. On June 7 he told employee Lawrence Kargol that the Union would never "be accepted" and that Rozmarek would never sign a union contract. He also asked employee Anna Owsiak on numerous occasions whether she belonged to the Union, asked her to tell him of any employees in her department who were members, and, on August 25, 1941, in response to his questioning respecting a union meeting held on August 22, she informed him that she was a member. Foszcz was not called as a witness, and we find, as did the Trial Examiner, that he made the statements attributed to him:

According to Andrzejewski, Dr. A. Z. Sampolinski, medical director of the respondent, early in June 1941 told him that Rozmarek had authorized a \$65 monthly increase for Andrzejewski and the assurance of his job until the September 1943 convention, provided that he "dropped all union activities and induced the other employees to do likewise." Sampolinski further told Andrzejewski that Tomaskiewicz, treasurer, Szczerbowski, general secretary, and S. E. Basinski, a director of the respondent, were present in the president's office when Rozmarek outlined the proposal. Andrzejewski testified that he refused the offer. Rozmarek denied making "any such proposition." Sampolinski, Tomaskiewicz, and Basinski did not testify. Szczerbowski appeared as a witness for the respondent but did

not testify respecting the incident. We, like the Trial Examiner, find that Rozmarek made the proposal and authorized Sampolinski to transmit it to Andrzejewski.

On June 26, 1941, Rozmarek, according to Rozen, told Rozen that he was "a nice fellow \* \* \* I want you to be one of the boys," adding that he should forget about "that union trouble in the office" and that Andrzejewski, "the one that organized the union," would be the only [fol. 556] employee to be discharged. Rozmarek denied the conversation but stated that he told Rozen that Andrzejewski "ought to watch his work because right now he only performs fifteen per cent of the work, whereas the assistant does 85 per cent." In view of Rozmarek's wholly unconvincing testimony respecting his gratuitous and irrelevant reference to Andrzejewski's work, we find that Rozen's version of the conversation is in accord with the facts and that Rozmarek made the remarks attributed to him by Rozen.

Employee Gajda testified, without contradiction, and we find, that during the latter part of September 1941 Killoren asked him how the Union was "getting along." Gajda replied, "The boys come in very often to see Mr. Rozmarek trying to settle peacefully \* \* \* but so far nothing doing. \* \* \*". Killoren then said, "Joe, I don't think anything will come out of it and besides \* \* \* don't you think that the union officials could be bought off and work hand in hand \* \* \* with the P. N. A. officials and still it won't do you any good to belong to the union?" Gajda answered, "Not in this case."

We find, as did the Trial Examiner, that by its course of conduct in warning its employees against union membership and activity, in interrogating them respecting their membership in the Union, in disparaging the Union, and in offering wage increases to employee Andrzejewski on condition that he cease his union membership and activities, the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

### C. The Discriminatory Discharge of Anna Owsiak

Anna Owsiak began work for the respondent in November 1940 and joined the Union on June 20, 1941. Owsiak testified, without contradiction, and we find, that Szczerbowski, the general secretary, and Foszcz, the supervisor

of the auditing department, frequently complimented her upon the quality and speed of her work and upon her ability to get along with the other employees. In June, prior to her membership in the Union, she received an increase in salary.

[fol. 557] As hereinabove found, Killoren and Foszcz frequently asked Owsiak whether she belonged to the Union. In addition, she testified that on August 25, 1941, the following incident occurred: Foszcz inquired of her whether she had attended a union meeting on August 22. She told him that she had, adding, "You should have been there. You might have learned something." Foszcz replied, "I don't think so \* \* \* Do you think it is fair to your employers to join a union?" Owsiak thereupon said, "Mr. Foszcz, if the circumstances and if the situation here in the office would be satisfactory \* \* \* none of the workers would even dream of having a union. Foszcz did not testify, and we credit Owsiak's testimony, as did the Trial Examiner.

On September 9, 1941, Owsiak suffered an appendicitis attack and received permission from Kostecki to go home. After first telephoning Killoren, she went to a hospital and on September 11 underwent an appendectomy. She left the hospital 10 days later and, on October 4, with the permission of her doctor to return to work, informed Kostecki that she would be back on October 6. Owsiak testified, without contradiction, and we find, that Kostecki told her to wait in the general secretary's office "before going to any kind of work." When she arrived at the respondent's office on the morning of October 6, Szczerbowski told her, according to her testimony, that the respondent had determined to "let her go" because of lack of work, that she might be called back in a month or two, but that she should look for a job and if she found one to take it. Szczerbowski stated on direct examination that he told her "to wait a few days, maybe a few weeks, she was sick after operation," but that her position would be kept open for her. On cross-examination, however, he stated that he told her that there was no work for her. The record shows that at least one employee, hired after Owsiak, was doing the same or similar work at this time. We credit Owsiak's testimony, as did the Trial Examiner.



The respondent, in its answer, denies that Owsiak was discharged because of her union membership or activity, and states that she "was offered re-employment upon the understanding that she would not absent herself as frequently as she had done from her duties . . . but that Owsiak refused the offer. The evidence reveals no such offer or refusal. Szczerbowski admitted that he did not mention her alleged absence when he talked to her on October 6. However, later that day, when Noble and Algozino, union representatives, requested Rozmarek, Szczerbowski, Tomaskiewicz, and Midowicz to reinstate Owsiak, Szczerbowski gave them a list of her "absences," including alleged absences during August 1941. Owsiak testified that she had never been criticized for her absences. At the hearing the respondent admitted that she had not been absent during August. Her other absences were almost entirely on account of illness or with the respondent's permission; all were admittedly "excused" by the respondent.

In the course of the discussion between the union representatives and the respondent, further considered below, Noble indicated that a strike might result if the respondent did not reinstate Owsiak. Noble testified that Rozmarek told Szczerbowski to rehire her and to inform her that she was to report for work, and that Rozmarek promised Noble that she would be notified to that effect prior to a union meeting scheduled to be held that evening. Rozmarek testified that he told Noble, "have her report to work." We credit, as did the Trial Examiner, Noble's version of the conversation. Owsiak was not called by Rozmarek or anyone else on behalf of the respondent on October 6, as promised; nor was she thereafter reinstated.

We find that the respondent did not discharge Owsiak because of her "absences" or for any reason other than her membership in and outspoken support of the Union, as demonstrated by her remarks to Foszcz, and that her discharge was another phase of the respondent's intensive campaign of disruption of the Union. We find that, by discharging Owsiak, the respondent has discriminated in regard to her hire and tenure of employment, thereby discouraging membership in the Union and interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

[fol. 559] D. The Strike; Continuing Interference, Restraint, and Coercion; Further Refusals to Bargain.

During the October 6, 1941, meeting between the union representatives and the officers of the respondent, at which the Union demanded reinstatement of Owskiak, Noble reminded Rozmarek of his promise, given 10 days earlier, that matters would remain in "status quo in the office."<sup>13</sup> Not only did Noble protest Owskiak's discharge, but he also protested what he asserted to be a demotion of employee Helen Lachajczyk a few days earlier and concerning which the Union had called a meeting for the same evening. He asked that both employees be reinstated to their former positions so as to prevent a strike. Rozmarek refused Lachajczyk's reinstatement on the advice of Midowicz, who stated that the respondent "would lose face" if she were reinstated. As related above, the respondent also failed to keep its promise to notify Owskiak that she was reinstated.

On the evening of October 6, the Union held its scheduled meeting. Noble reported the details of his conference with the respondent. After a general discussion respecting the respondent's continued refusal to bargain, its continuing campaign against the Union, including the discrimination against its members, the employees voted to strike.

On the morning of October 7, 1941, the members of 708 the Union went on strike. The respondent's office and the plant of the Alliance were picketed. As a result thereof, the daily *Zgoda* ceased publication for 5 days. The strike continued until January 27, 1942.

Employee Rozen testified without denial, and we find, that on October 10, 1941, Piwowarczyk, a director of the respondent, told Rozen that those who had joined the Union were wrong in doing so and that it would never be recognized by the respondent. He asked Rozen to get in touch with four other specified striking employees, and urged that all five return to work pursuant to arrangements made by Piwowarczyk. Rozen did not act on the proposal.

[fol. 560] On October 11, according to the undenied testimony of employee Zajackowska, Killoren, told her as she

<sup>13</sup> See Section 3 (b), *supra*.

stood on the picket line, "You shouldn't be out here, you should be inside."

On October 24, the respondent wrote to its lodges and councils an "explanation" of the strike. All employees of the respondent were members of a lodge; some were also members of a council. The letter read in part as follows:

We affirm once more, that no strike was had or exists in the P. N. A. offices and that our offices are functioning properly.

The Board of Directors does not prohibit any of its employees to belong to a union, however, it cannot permit that an insignificant minority of employees shall dictate to a prepondering majority of P. N. A. employees, to belong contrary to their will, to a union and to such a one as they shall order them to. The Board of Directors likewise cannot allow persons, who have nothing in common with P.N.A. or Polish traditions to decide who and for what work a person shall qualify for in the offices of P. N. A.

We wish to emphasize, that the employees presently complaining in the councils and lodges never turned to the individual officers or to the Board of Directors with their grievances or demands as they should have done in the first instance before they sought the protection of strangers, and whom later they sent in their name to the Board of Directors with unfounded demands.

Fairness impels us to state, that among those who are not returning to work, at least half are good workers, however misguided or terrorised by ambitious individuals, who in this way seek to exert revenge on the present officers, because they were defeated at the last Convention. It is proper to mention that the leader of [fol. 561] dissatisfied employees was one of the candidates at the last convention for the office of Secretary General of the P. N. A.

Employee John Wojcik testified, without contradiction, that near the end of October, A. Wojcik, one of the re-

spondent's directors, told him and another striking employee that they were losing both their time and their jobs, that there would be no union in the respondent's office, and that if they wished he would arrange with Rozmarek to have them restored to their former status, but that if they refused they would go back as new employees, if at all.

Rozen testified that on November 9, Kostecki told him and several other striking employees that they were foolish for joining the Union, that the respondent would never recognize it, and that the strike was lost, and asked them to go back to work, stating that all the strikers would not be taken back by the respondent. Kostecki did not testify, and we find the testimony of Rozen to be true.

Stanley Spila, one of the striking employees, testified that in November and December 1941, Director Zwaryez told him that the respondent would not recognize the Union, that Spila ought to return to work, and that, if he desired, Zwaryez would take him to Rozmarek for reinstatement. Zwaryez did not testify, and we credit Spila's testimony.

On December 14, the weekly 'Zgoda, copies of which were mailed to every member of the respondent, carried an article concerning the strike over the signatures of the president, general secretary, and treasurer of the respondent. The article contained the following statements:

The Board of Directors does not prohibit any of its employees to belong to a union, but it cannot permit a small minority of employees to dictate to a predominant majority of such employees, against their own will to join the union to which they are ordered. The Board of Directors likewise cannot permit that persons who had nothing in common with the P. N. A. and the Polish traditions to decide who is qualified for work in the offices of the P. N. A.

[fol. 562] That the employees who quit their work were neither concerned with improvement of working conditions, nor compensation, is evidenced by the fact, that they themselves in the handbills distributed by them set forth that they have no other claims against the P. N. A., excepting only the establishment of a "closed shop" in the offices of the P. N. A. We know and understand that unions are necessary and beneficial in factories, mines and other private enterprises

organized for profit, but we do not see the necessity of establishing a union in the offices of a fraternal benefit society, which is organized for the mutual benefit of all, and in which all members, men and women, as well as the employees of the offices of the P. N. A., are co-owners of the assets of which we possess. Furthermore, the Board of Directors is of the opinion that the question of an eventual organization of the offices of the P. N. A. is a matter for the convention to pass upon as the Supreme Governing body of our Society.

. . . . .

Finally we desire to state that up to now no fraternal benefit society, whether American or Polish, has established a "closed shop" in their offices, and that on the average the employees in the offices of the P. N. A. received better wages than is the case with other like societies, which fact can be readily verified. In our opinion our society is not subject to the Wagner Act and the consideration of this matter by the National Labor Relations Board.

We, therefore, cannot permit unions to force upon us office help as was demanded of us under the contract submitted for our signatures, because the Board of Directors could not assume responsibility before the Convention and the whole membership of the Alliance of the proper conduct of the office and business of the Polish National Alliance.

During the first week of the strike the Union made several futile attempts to arrange, through Midowicz, a meeting with representatives of the respondent. On November 18, seven officials of the printing trades unions, an [fol. 563] organizer for the American Federation of Labor, and three officials of the Union called on Rozmarek at his office. The three representatives were informed by Rozmarek that he had nothing to discuss with them and that they were not permitted to enter his office.

In the article published in the weekly Zgoda on December 14, referred to above, there appeared the statement that the respondent's board of directors had adopted a resolution "that the groundless demands of some mislead [sic]



employees for establishment of a 'closed shop' in the offices of the P. N. A. be not considered, especially in view of the fact that the great majority of the office employees are not in agreement with those who quit their work."

#### **E. Conclusions With Respect to the Refusals to Bargain and the Strike**

We have found, upon facts which the respondent does not dispute, that at all times since March 26, 1941, the respondent has consistently refused to bargain with the Union, despite the latter's numerous and persistent efforts to obtain recognition. Nor was the respondent satisfied merely to ignore the Union's request to bargain; it set out on a course of conduct with the aid of its officers, directors, and supervisory employees, which had a single goal—the undermining of the Union strength. In striving to accomplish its purpose, the respondent, after denying the Union recognition, warned, urged, and discouraged its employees against union membership and activity; interrogated them respecting their membership in the Union; disparaged the Union; offered wage increases to Andrzejewski, one of the union leaders, provided that he would "drop" his union activity and "induce" the other employees to do likewise; and, finally, resorted to discharging Owsiak because of her membership in and support of the Union. As a result of these unlawful acts and the respondent's unwavering course of antiunion conduct, the members of the Union voted to strike and commenced picketing the respondent's offices. But the respondent's efforts to destroy the Union did not cease. It persisted in its refusal to bargain with the Union, continued to make [fol. 564] disparaging comments about the Union, and, by various devices, including the publication in its official organ of false and misleading statements concerning the causes and status of the strike, urged the strikers to return to their jobs. By such acts the respondent sought at once to impress upon the striking employees the futility of remaining members of the Union and to evade its duty to bargain collectively.

We find that, as a result of the respondent's refusal to bargain, its discriminatory discharge of Anna Owsiak, and its other and numerous acts of interference, restraint, and coercion, the employees of the respondent went on strike,

and that the respondent's persistence in such unlawful activities resulted in a prolongation of the strike.

## F. The Refusals to Reinstatement

### 1. Henry Ziolkowski

Ziolkowski was chief clerk of the respondent's mortuary department in Chicago and began work for the respondent in 1919. He joined the Union in March 1941 and went on strike with the other union members on October 7, 1941. The uncontraverted testimony shows that on October 8 he told another striker, "I have big obligations, I believe we better go back to work," and that on the evening of that day he conferred with General Secretary Szerbowski at the latter's home. Szerbowski gave Ziolkowski permission to return to work. On October 10 Ziolkowski reported for work and was informed by President Rozniarek that the matter of his return would have to be discussed by the board of directors. Szerbowski then told Ziolkowski that before he could return he would have to fill out an application "as a new applicant for the work." Ziolkowski refused, telling Szerbowski, "Mr. General Secretary, I am sorry but I believe I belong to this office and I work long enough and you have my reputation of record. If you cannot take me back again to work I won't sign any application." He was permitted to take his personal effects from his desk and thereupon left the office. Had Ziolkowski accepted the condition attached to the offer of reinstatement, he would [fol. 565] have lost certain vacation privileges which he enjoyed by virtue of his length of service. The respondent offered no explanation as to why it imposed the condition requiring Ziolkowski to apply "as a new applicant."

We find, as did the Trial Examiner, that Ziolkowski retained his status as an employee while on strike, that, since the strike was caused by the respondent's unfair labor practices, he was entitled, upon request, to unconditional reinstatement to his former position.<sup>14</sup> It is apparent, and we find, that the respondent attached the unfavorable condition to its offer of reinstatement in order to punish Ziolkowski for having joined the Union and the strike. We

<sup>14</sup> *N.L.R.B. v. American Mfg. Co.*, 106 F. (2d) 61 (C.C.A. 3); *N.L.R.B. v. Hopwood Retinning Co.*, 98 F. (2d) 97 (C.C.A. 2).

find further that the respondent thus discriminated against Ziolkowski in regard to the hire and tenure of his employment, thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed by Section 7 of the Act.

## 2. The Remaining Strikers

On January 27, 1942, S. G. Lippman, counsel for the Union, wrote Midowicz, counsel for the respondent, requesting that the respondent reinstate the strikers. On February 9 and 11, Noble made the same request, listing the 26 employees who sought reinstatement.<sup>15</sup> The respondent made no reply to these communications.

In its answer the respondent contends that it refused to reinstate the striking employees because there had been a "reorganization" of its office, whereby the strikers' positions had been eliminated or consolidated, and that consequently there "did not \* \* \* exist sufficient vacancies to accommodate all the strikers." This contention is not supported by credible evidence. The record abundantly establishes the fact that the work of the striking employees was being performed by employees transferred temporarily from other departments and by employees hired since the strike, both of which groups performed an unusual amount of overtime work.

[fol. 566] That the "reorganization" did not occur in the normal course of the respondent's operations but was brought about by the exigencies of the strike is shown by Rozmarek's undisputed testimony that he and his fellow officers had given the matter of reorganization considerable attention for 3 or 4 months before the strike "in order to be prepared for any emergency" and that on October 7, 1941, "we made transfers from one department to another in order to fill up the gaps." While the respondent introduced into evidence a document, prepared under the supervision of General Secretary Szczerbowski, purporting to show that all or most of the strikers' duties had been assumed by employees who did not strike on October 7, Szczerbowski admitted at the hearing that the persons at work during the strike performed a large and unusual amount of overtime work. Thus, the respondent's records show that from October 1, 1940, to December 31, 1940, its

<sup>15</sup> See Appendix A.

overtime payments amounted to \$124.42, while during the same period in 1941 the overtime payments increased to \$10,222.58. We find that the extraordinary increase in overtime work resulted from the strike. Moreover, it is proved that after the commencement of the strike on October 7, 1941, and even after the applications for reinstatement on January 27, 1942, the respondent hired persons not employed before the strike to occupy positions which the striking employees had held or for which they were qualified. When questioned at the hearing concerning his willingness to discharge the persons hired during the strike in order to permit the reinstatement of the strikers, Szezerbowski stated, "They perform their duties and I don't see any reason for discharging them." No other explanation was offered by the respondent as to why it did not dismiss such persons and reinstate the striking employees.

Since the strike was caused and prolonged by the respondent's unfair labor practices, the striking employees were, in the absence of a valid reason, entitled, upon request, to immediate reinstatement to their former positions, even though the respondent had hired new employees during the strike.<sup>16</sup> No valid reason for the failure to rein-[fol. 567] state them has been established by the record, and we find that the respondent has failed to satisfy us that it could not reinstate all or any of the striking employees. When the employees went on strike, they remained employees of the respondent, within the meaning of Section 2 (3) of the Act, for their work had ceased as a consequence of a current labor dispute and because of unfair labor practices. After they had applied for reinstatement, thereby indicating their willingness to return, the respondent was under a duty to restore them to the jobs which they had vacated, or to similar jobs, and it could not with impunity give preference to outsiders. The respondent deliberately sought to terminate the employee status of the strikers by favoring the non-strikers with employment in the jobs formerly occupied by the strikers, thereby displacing the latter who had engaged in concerted activity as a protest against the respondent's unfair labor practices. But for such unfair labor practices, they would not have been de-

<sup>16</sup> *Rapid Roller Co. v. N.L.R.B.*, 126 F. (2d) 452 (C.C.A. 7); *N.L.R.B. v. Acme Air Appliance Co.*, 117 F. (2d) 417 (C.C.A. 2).

prived of their employment. The object lesson to them and to the other employees was clear. Moreover, we find that by the respondent's unremitting campaign to destroy the Union both before and during the strike, by its conduct in requiring Ziolkowski to return to work as a new employee, by its refusal to reply to the Union's request to reinstate the striking employees, and by the admission of Szczerbowski and Rozmarek, the "reorganization" of its office and the attendant refusal to reinstate the striking employees were motivated by its desire to punish them for their concerted activity in striking as a protest against the respondent's unfair labor practices.

We find that, by refusing reinstatement to the striking employees at the time the Union unconditionally applied for their return to work on January 27, 1942, and thereafter, the respondent discriminated in regard to the hire and tenure of employment of said employees, thereby discouraging membership in the Union, and interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act."

#### [fol. 568] IV. The Effect of the Unfair Labor Practices Upon Commerce

We find that the activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent set forth in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### V. The Remedy

Having found that the respondent has engaged in certain unfair labor practices, we shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

We have found that the respondent has refused to bargain collectively with the Union. We shall therefore order it, upon request, to bargain collectively with the Union with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

We have found that the respondent has discriminated against the employees named in Appendix A. The re-



spondent contends that the strikers are not entitled to reinstatement because of alleged acts of violence committed by them during the strike. The acts complained of are shown to have been minor derelictions which the local authorities did not view seriously, for no arrests were made.<sup>17</sup> Since application for reinstatement was made on their behalf on January 27, 1942, it is not necessary for them to apply again. We shall, therefore, order the respondent to offer to all such employees immediate reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges. All the employees presently working for the respondent who have been hired since October 7, 1941, the date of the commencement of the strike, shall, if necessary, be dismissed [fol. 569] by the respondent to provide employment for those employees to be offered, and who shall accept, reinstatement. If thereupon, there is not sufficient employment immediately available for the employees who did not go on strike and for those to be offered, and who shall accept, reinstatement, then all positions shall be distributed by the respondent among employees presently working, excluding those dismissed, and the employees to be offered, and who shall accept reinstatement, in accordance with the respondent's usual method of reducing its force, without discrimination against any employee because of his union affiliation and activities, following such a system of seniority or other non-discriminatory procedure as has been heretofore applied by the respondent in the conduct of its business. Those employees remaining after such distribution, for whom no employment is immediately available, shall be placed on a preferential list, with priority determined among them in accordance with such system of seniority or other non-discriminatory procedure as has been heretofore applied by the respondent in the conduct of its business, and, thereafter, in accordance with such list, employees shall be offered reinstatement by the respondent to their former or substantially equivalent positions as such employment becomes available and before other persons are hired for such work.

We shall further order the respondent to make whole the employees listed in Appendix A for any loss of pay they

<sup>17</sup> *Republic Steel Corp. v. N.L.R.B.*, 107 F. (2d) 472 (C.C.A. 3).

may have suffered by reason of the respondent's refusal on January 27, 1942, to reinstate them, by paying to each of them a sum of money equal to the amount each would normally have earned as wages from the date of the application for reinstatement to the date of the respondent's offer of reinstatement or placement upon the preferential list hereinabove described, less his net earnings<sup>18</sup> during said period.<sup>19</sup>

[fol. 570] We have found that the respondent has discriminated against Henry Ziolkowski because he had joined the strike. Since he applied for reinstatement on October 10, 1941, when the respondent refused to restore him to his former status, it is not necessary for him to repeat his application. We shall therefore order the respondent to offer him immediate reinstatement to his former or substantially equivalent position, without prejudice to his seniority and other rights and privileges, in the same manner as we have ordered the reinstatement of the 26 employees named in Appendix A. We do not believe, however, that the policies of the Act will be effectuated by ordering the respondent to make Ziolkowski whole as of the date of his application for

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<sup>18</sup> By "net earnings" is meant earnings less expenses, such as for transportation, room and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for the unlawful discrimination against him and the consequent necessity of his seeking employment elsewhere. See *Matter of Crossett Lumber Company and United Brotherhood of Carpenters and Joiners of America, Lumber and Sawmill Workers Union, Local 2590*, 8 N. L. R. B. 440: Monies received from work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered as earnings. See *Republic Steel Corporation v. N. L. R. B.*, 311 U. S. 7.

<sup>19</sup> Our order directing the respondent thus to make the employees whole derives from our finding that the refusal to reinstate them on application constituted a violation of Section 8 (3) of the Act as well as from our finding that the employees went out on strike because of the respondent's unfair labor practices. See *Matter of Western Felt Workers and Textile Workers Organizing Committee*, 10 N. L. R. B. 407.

reinstatement, as he attempted to return to work while the strike was still in progress, thereby abandoning the concerted activity to which his fellow employees resorted in consequence of the respondent's unfair labor practices. To treat him in any different manner from the strikers who remained away from work in protest against the unfair labor practices would be plainly inequitable. We shall, therefore, regard the respondent's discriminatory refusal to reinstate Ziolkowski on October 10, 1941, as having the effect of returning him to the status of a striker, and we shall order the respondent to make him whole as of January 27, 1942, in the same manner as we have directed the respondent to make whole the employees listed in Appendix A.

We have found that the respondent discriminatorily discharged Anna Owsiak on October 6, 1941, and thereafter refused to reinstate her, because of her membership in and activities on behalf of the Union. We shall therefore order the respondent to offer her immediate and full reinstatement to her former or substantially equivalent position, [fol. 571] without prejudice to her seniority and other rights and privileges. We shall also order the respondent to make her whole for any loss of pay she may have suffered as a consequence of the discrimination, by paying to her a sum of money equal to the amount which she normally would have earned as wages from the date of her discharge to the date of the offer of reinstatement, less her net earnings during said period.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, the Board makes the following:

#### CONCLUSIONS OF LAW

1. Office Employees' Union No. 20732, A. F. of L., is a labor organization within the meaning of Section 2 (5) of the Act.

2. The office employees of the respondent's Chicago, Illinois, office, excluding janitors, attorneys, elected officers, the chief clerk of the auditing department, the manager of the real estate department, the inspector of the rent collection department, rent collectors, the chief organizer of the organization department, the personal secretary to the president, the personal secretary to the general secretary, the confidential secretary to the Censor (employed in Mil-

waukee, Wisconsin), the assistant secretary (administrative) to the general secretary, the assistant secretary (administrative) to the treasurer, and librarians, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

3. Since March 26, 1941, Office Employees' Union No. 20732, A. F. of L., has been the exclusive representative of all such employees for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.

4. By refusing to bargain collectively with Office Employees' Union No. 20732, A. F. of L., as the exclusive representative of its employees in the appropriate unit, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (5) of the Act.

[fol. 572] 5. By discriminating against the employees named in Appendix A and Anna Owsiak and Henry Ziolkowski in respect to their hire and tenure of employment, thereby discouraging membership in Office Employees' Union No. 20732, A. F. of L., the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

6. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

#### ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Polish National Alliance of the United States of North America, Chicago, Illinois, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with Office Employees' Union No. 20732, A. F. of L., as the exclusive repre-

representative of the office employees of the respondent's Chicago, Illinois, office, excluding janitors, attorneys, elected officers, the chief clerk of the auditing department, the manager of the real estate department, the inspector of the rent collection department, rent collectors, the chief organizer of the organization department, the personal secretary to the president, the personal secretary to the general secretary, the confidential secretary to the Censor (employed in Milwaukee, Wisconsin), the assistant secretary (administrative) to the general secretary, the assistant secretary (administrative) to the treasurer, and the librarians;

(b) Discouraging membership in Office Employees' Union No. 20732, A. F. of L., or any other labor organization of its employees, by discharging, refusing to reinstate, or in any other manner discriminating in regard to the hire and tenure of employment or any term or condition of employment of its employees;

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act.

(a) Upon request, bargain collectively with Office Employees' Union No. 20732, A.F. of L., as the exclusive representative of its employees at the Chicago office, excluding janitors, attorneys, elected officers, the chief clerk of the auditing department, the manager of the real estate department, the inspector of the rent collection department, rent collectors, the chief organizer of the organization department, the personal secretary to the president, the personal secretary to the general secretary, the confidential secretary to the Censor (employed in Milwaukee, Wisconsin), the assistant secretary (administrative) to the general secretary, the assistant secretary (administrative) to the treasurer, and librarians, in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment;



(b) Offer to the employees listed in Appendix A, and to Anna Owsiak and Henry Ziolkowski, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges, dismissing if necessary all employees hired since October 7, 1941, in the manner set forth in Section V above, and place those for whom employment is not immediately available upon a preferential list and offer them employment as it becomes available in the manner set forth in said section;

(c) Make whole, in the manner set forth in Section V above, the employees listed in Appendix A, and Anna [fol. 574] Owsiak and Henry Ziolkowski for any loss of pay they may have suffered as a result of the respondent's discrimination against them;

(d) Post immediately in conspicuous places throughout its Chicago, Illinois, office, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs 1 (a), (b), and (c) hereof; (2) that the respondent will take the affirmative action set forth in paragraphs (2) (a), (b), and (c) hereof; and (3) that the respondent's employees are free to become or remain members of Office Employees' Union No. 20732, A. F. of L., and that the respondent will not discriminate against any of its employees because of their membership in or activities on behalf of that organization;

(e) Notify the Regional Director of the Thirteenth Region in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.

Signed at Washington, D. C. this 11 day of Aug. 1942.

Harry A. Millis, Chairman; Wm. M. Leiserson, Member, National Labor Relations Board. (Seal.)

Mr. Gerard D. Reilly, dissenting in part:

I dissent from that portion of the majority's decision denying back pay to Henry Ziolkowski from the date of his application for reinstatement, when the respondent discriminated against him because he had participated in the

strike. Ziolkowski, like the other employees, had resorted to the strike weapon to combat the respondent's unfair labor practices. When he offered to return to work, the respondent was under a duty to restore him unconditionally to his former employment. This the respondent failed to do; and Ziolkowski was privileged to reject the offer of reinstatement as discriminatory. The offer and its refusal were, therefore, tantamount to a discharge for union activity and participation in the strike, which clearly had the effect of discouraging such activity. The policies of the Act [fols. 575-577] can, therefore, best be effectuated by making Ziolkowski whole for the loss of pay he has suffered by reason of the discrimination against him and not by resort to fiction, in which the majority has indulged, that he reverted to the status of a striker. I see no distinction between this situation and those cases in which we have consistently held that unfair labor practice strikers are entitled to back pay from the date on which unconditional reinstatement is denied them.

I do not believe that the fact that Ziolkowski chose to return to work before the strikers as a group had so decided is an operative factor in a formulation of the affirmative relief to be ordered. The policy of the Act would, in my opinion, be best served by encouraging those who have gone out on strike because of their employer's unfair labor practices to return to work and to avail themselves of the administrative remedy which the Act affords them and we should do nothing to deter any individual striker from such action. The effect of the majority's decision would, it seems to me, be to prolong unfair labor practice strikes and to discourage employees from recourse to the adequate relief available to them under the Act.

Signed at Washington, D. C., this 11 day of Aug. 1942.

Gerald D. Reilly, Member, National Labor Relations Board.

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[fol. 578] IN THE UNITED STATES CIRCUIT COURT OF APPEALS  
FOR THE SEVENTH CIRCUIT

8090

POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH  
AMERICA, a Corporation, Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD, Respondent.

PETITION FOR REVIEW AND TO SET ASIDE AN ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD—Filed August 21, 1942

*To the Honorable, the Judges of the United States Circuit  
Court of Appeals, for the Seventh Circuit:*

Polish National Alliance of the United States of North America, a Corporation, petitioner, respectfully petitions this Honorable Court for Review of a certain order entered August 11, 1942, by the National Labor Relations Board (hereinafter called the "Board") in a proceeding on a complaint instituted by the Board against petitioner, which proceeding is designated upon the records of the Board as:

"Case No. C-2176

In the Matter of POLISH NATIONAL ALLIANCE OF THE UNITED  
STATES OF NORTH AMERICA

and

OFFICE EMPLOYEES' UNION No. 20732 A. F. of L."

Petitioner shows:—

1 (a): Petitioner is a not for profit Corporation, duly organized under the laws of the State of Illinois, with its principal office at 1520 West Division Street, Chicago, Illinois. That petitioner is transacting business in Chicago, Illinois.

(b) In the complaint issued and the order entered by the Board in said proceeding, it was alleged and found petitioner engaged in unfair labor practices affecting commerce within the meaning of the National Labor Relations Board Act.

(c) This Court has jurisdiction herein by virtue of Section 10 (f) of the National Labor Relations Board Act, 49 Stat. 449 U. S. C. A. Section 160 (f).

2. On the third amended charge filed March 9, 1942 by Office Employees' Union No. 20732 A. F. of L. herein called the "Union," the Board issued its complaint dated March 9, 1942 against petitioner alleging that it had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (3) and (5), and Section 2 (6) and (7) of the National Labor Relations Board Act, 49 Stat. 449 herein called the "Act". The said proceeding was numbered and known as X III-6-1692.

3. Answer was filed by petitioner.

4. Hearing was held in Chicago, Illinois, before Mr. Josef L. Hektoen, Trial Examiner.

5. An intermediate report dated April 28, 1942 was filed by the said Trial Examiner in which the Trial Examiner made a number of Findings of Fact and Conclusions of Law and made certain recommendations which for the most part were approved by the Board after Exceptions had been filed by petitioner and oral argument had.

6. (a) On August 11, 1942 the Board entered its Decision and Order. The Board found, among other things, that petitioner was engaged in Interstate Commerce within the meaning of the Act, and that although petitioner might not be organized for profit, yet this fact did not place it beyond the jurisdiction of the Board.

[fols. 580-582] (g) The Board found that the activities of petitioner in connection with its operations had a close, intimate and substantial relation to trade, traffic and commerce among the several States and tended to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

[fol. 583] 8. Petitioner prays that the Order of the Board may be set aside and the complaint in said proceeding dismissed.

In the alternative, it prays that such findings of fact and conclusions of law made by the Board as the basis for its said Order, and such portions of the Order as are founded thereon, which this Honorable Court shall find to be unsupported by substantial evidence or by the law, may be set aside and the Order of the Board modified accordingly.

That the Board may be required to certify and file, in this Court, a transcript of the entire record of the proceedings before it.

That petitioner may have such other and further relief as this Honorable Court shall direct.

Polish National Alliance of the United States of North America, a Corporation, by Charles Rozmarek, President.

[fol. 584] POINTS TO BE RELIED UPON BY PETITIONER IN SUPPORT OF ITS PETITION

1. The National Labor Relations Board (hereinafter called the "Board") erred in entering its said Order dated August 11, 1942.

2. The Board erred in overruling the Exceptions filed by petitioner (respondent therein) to the Intermediate Report, and in refusing to dismiss the Complaint upon which such Order was entered.

3. The Board's finding, under Section 1 of the Decision and Order, that petitioner is engaged in commerce within the meaning of the Act, is contrary to the evidence and to the law.

[fol. 585] 11. The finding under Section IV of the Order that the alleged activities of petitioner set forth in Section HI occurred in connection with the operations of petitioner set forth in Section I of the Order, have a close, intimate [fol. 586] and substantial relation to trade, traffic and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and a free flow of commerce, is not based upon substantial evidence and is contrary to the law.

12. The remedy and each item thereof set forth under Section V of the Order and the findings therein, are not



based upon substantial evidence and are contrary to the law and beyond the power of the Board to make upon the record in this case.

13. The conclusions of law numbered two (2) to seven (7) inclusive, made by the Board upon the basis of the alleged facts set forth in its Order are not warranted by the law in this case and are not based upon substantial evidence and are contrary to the law.

14. The Order and each and every provision thereof requiring petitioner to cease and desist from certain things and to take certain affirmative action, is erroneous and not based upon substantial evidence in that regard and is contrary to the law.

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IN THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE  
SEVENTH CIRCUIT

(Caption No. 8090)

ANSWER OF THE NATIONAL LABOR RELATIONS BOARD AND  
REQUEST FOR ENFORCEMENT

*To the Honorable the Judges of the United States Circuit  
Court of Appeals for the Seventh Circuit:*

Comes now the National Labor Relations Board and, pursuant to the National Labor Relations Act (49 Stat. 449, 29 U. S. C., Sec. 151, *et seq.*), files this answer to the petition [fols. 587-591] to review and set aside filed herein and this request for enforcement of the Board's order.

(1) The Board admits the allegations contained in Section 1 of said petition.

(2) Answering the allegations contained in Sections 2 to 7, inclusive, of said petition, the Board prays reference to the certified transcript of the entire record of the proceedings before the Board filed herein for a full and exact statement of the pleadings, evidence, findings of fact, conclusions of law, and order of the Board, and all other proceedings had in this matter before the Board.

Wherefore, having answered each and every allegation contained in the petition to review, the Board requests this

Honorable Court to deny said petition insofar as it requests that the order of the Board be set aside.

Further answering, the Board, pursuant to Section 10 (e) and (f) of the National Labor Relations Act, respectfully requests this Honorable Court for the enforcement of its said order against petitioner dated August 11, 1942, in Case No. C-2176, entitled "*In the Matter of Polish National Alliance of the United States of North America and Office Employees' Union No. 20732, A. F. L.*"

[fol. 592] IN THE UNITED STATES CIRCUIT COURT OF APPEALS  
FOR THE SEVENTH CIRCUIT

(Caption No. 8090)

REPLY TO REQUEST FOR ENFORCEMENT CONTAINED IN THE ANSWER OF NATIONAL LABOR RELATIONS BOARD—Filed October 23, 1942

*To The Honorable Judges of the United States Circuit Court of Appeals, For the Seventh Circuit.*

*A*

Petitioner, Polish National Alliance of the United States of North America, admits that it is an Illinois Corporation with its principal office and place of business at Chicago, and denies that it was there guilty of unfair labor practices, or at any other place.

*B*

It admits the entry of the Order by the National Labor Relations Board as set out in the Request for Enforcement contained in the Answer filed by the Board herein.

*C*

It admits receipt of Notice of such Order.

*D*

It admits that a transcript has been filed herein.

*E*

Petitioner, Polish National Alliance of the United States of North America denies that the Board is entitled to an enforcement of said Order and it makes, as part of its Reply to the Request for Enforcement, the petition heretofore filed by it herein for a Review and setting aside of said Order.

Wherefore the petitioner, Polish National Alliance of the United States of North America, prays this Honorable [fols. 593-603] Court that the Request for Enforcement filed herein by National Labor Relations Board, be denied.

[fol. 604] At a regular term of the United States Circuit Court of Appeals for the Seventh Circuit held in the City of Chicago and begun on the sixth day of October, in the year of our Lord one thousand nine hundred and forty-two, and of our Independence, the one hundred and sixty-seventh.

8090

POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH AMERICA, a Corporation, Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD, Respondent

On Petition for Review of an Order of the National Labor Relations Board

And, to-wit: On the twenty-first day of August, 1942, there was filed in the office of the Clerk of this Court, an appearance of counsel for petitioner; which said appearance is in the words and figures following, to-wit:

UNITED STATES CIRCUIT COURT OF APPEALS, FOR THE SEVENTH CIRCUIT

Cause No. 8090

Polish National Alliance of the United States of North America, a Corporation, Petitioner,

vs.

National Labor Relations Board, Respondent

The Clerk will enter my appearance as counsel for Petitioner.

Casimir E. Midiwicz, Ewart Harris, 139 No. Clark Street, Chicago, Illinois.

Endorsed: Filed August 21, 1942. Kenneth J. Carrick, Clerk.

And afterwards, to-wit: On the fifth day of December, 1942, there was filed in the office of the Clerk of this Court the Appendix to Petitioner's Brief, which said appendix is not copies here as the same is certified herewith under a separate certificate.

[fol. 605]

8090

POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH  
AMERICA, a Corporation, Petitioner,

VS.

NATIONAL LABOR RELATIONS BOARD, Respondent

On Petition for Review of an Order of the National Labor  
Relations Board

Now this day come the parties by their counsel, and this cause comes on to be heard on the transcript of the record and the briefs of counsel, and on oral argument by Mr. Ewart Harris, counsel for petitioner, and by Mr. Lester Asher, counsel for Respondent, and the Court takes this matter under advisement.

And afterwards, to-wit: On the fifth day of June, 1943, there was filed in the office of the Clerk of this Court, the opinion of the Court, which said opinion is in the words and figures following, to-wit:

[fol. 606] IN THE UNITED STATES CIRCUIT COURT OF APPEALS  
FOR THE SEVENTH CIRCUIT, OCTOBER TERM, 1942, APRIL  
SESSION, 1943

No. 8090

POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF  
AMERICA, a Corporation, Petitioner,

VS.

NATIONNAL LABOR RELATIONS BOARD, Respondent

June 5, 1943

Before Evans, Sparks and Major, Circuit Judges

MAJOR, Circuit Judge:

This case is here upon petition of the Polish National Alliance to review and set aside an order issued by the National Labor Relations Board, pursuant to Sec. 10 (c) of the National Labor Relations Act (29 U. S. C. A. Sec. 151, *et seq.*) The Board in its answer requested enforcement of its order.

The order is based upon findings that petitioner violated Sec. 8 (1), (3) and (5) of the Act by its refusal to bargain



collectively with Office Employees' Union No. 20732, A. F. of L. (hereinafter called the Union), by its discriminatory discharge of Anna Owsiak, by its discriminatory refusal to reinstate, upon application, a group of twenty-seven employees who had engaged in a strike caused and prolonged by petitioner's unfair labor practices, and by its anti-union conduct and statements. The Board, upon such findings, [fol. 607] entered its order containing the usual cease and desist provisions and affirmative requirements.

The contested issues may be classified generally as (1) whether the Board has jurisdiction of petitioner, or, more accurately perhaps, whether petitioner is subject to the Act, and (2) whether the Board's findings as to the unfair labor practices are supported by substantial evidence.

The jurisdictional provision of the Act is Sec. 10 (a), which provides: "The Board is empowered as hereinafter provided, to prevent any person from engaging in any unfair labor practice affecting commerce."

The critical words, fixing the limits of the Board's authority in dealing with labor practices, are "affecting commerce." The Act specifically defines the "commerce" to which it refers (Sec. 2 (6)): "The term 'commerce' means trade, traffic, commerce, transportation, or communication among the several states \* \* \*." The Act also defines the term "affecting commerce" (Sec. 2 (7)): "The term 'affecting commerce' means in commerce, or burdening or obstructing commerce or the free flow of commerce, or having led or tendency to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce."

In *National Labor Relations Board v. Jones and Laughlin*, 301 U. S. 1, wherein the question of the Board's jurisdiction was considered at length, the court on page 32 stated:

"Whether or not particular action does affect commerce in such a close and intimate fashion as to be subject to federal control, and hence to lie within the authority conferred upon the Board, is left by the statute to be determined as individual cases arise. We are thus to inquire whether in the instant case the constitutional boundary has been passed."

It therefore appears pertinent, in considering the question before us, to make a rather detailed statement of peti-

tioner's activities. Petitioner is a fraternal benefit society, organized under the laws of the State of Illinois as a not-for-profit corporation. It is carried on for the benefit of its members, most of whom are certificate holders and their beneficiaries. It has a lodge system with ritualistic form of work and a representative form of government. Its purpose, as stated in its charter, is "to promote the cultural, social and economic advancement of its members, to foster fraternalism and patriotism among them, to provide death, disability, accident and other benefits to its members and their beneficiaries." Its membership, the creation, maintenance and disbursement of funds, and its activities generally, are performed in accordance with its by-laws and the laws of the State of its creation. Its supervising officials are elected at regular conventions, and constitute its supreme governing body. The convention is made up of delegates selected from local lodges. As its name indicates, only persons of Polish descent are eligible for membership. The preamble to its constitution recites the hardships and sacrifices which have been endured by the people of Poland as the reasons why many of them sought refuge in this country. The general purpose in founding the Polish National Alliance was to insure such Polish people of a more perfect union in this country and a proper moral, intellectual, economic and social development, and to secure by all legitimate means the restoration and preservation of the independence of the Polish territories in Europe.

Petitioner is organized into 1,817 lodges and is licensed to do business in twenty-six states, the District of Columbia, and Manitoba, Canada. Lodges are grouped into 190 councils, 160 of which are outside of the State of Illinois. On December 31, 1941, petitioner had in force 272,897 insurance benefit certificates with a total face value of \$159,683,583. Such certificates afford every form of protection ordinarily furnished by life insurance companies and include: (1) ordinary life, (2) 20-year payment life, (3) 20-year endowment, (4) endowment at age of 65, and (5) combined term and paid up at age of 65. Petitioner's manual states: "The premium rates on all certificates of insurance, and also the reserves, are computed on the basis of the American Experience Table of Mortality with interest at the rate of three per cent (3%) per annum, according to the Illinois standard basis. These assumptions are the

most conservative used by American life insurance firms." Net earnings are distributed as dividends to members in accordance with the varying provisions of the certificates they hold; the certificates have a cash value which may be withdrawn by the member or utilized as security for a loan. Premiums collected, in excess of benefits paid out, become a part of petitioner's investments. It owned on December 31, 1941, assets of \$30,090,835, represented by a variety of [fol. 609] properties and securities. Investments in railroads totaled \$1,500,000, bond holdings in public utilities and large scale industry operating in all sections of the country amounted to almost \$3,000,000, extensive real estate holdings in five states were valued at \$11,000,000, and holdings in securities of the United States, of state governments, and of nationally distributed political subdivisions totaled more than \$8,000,000. During 1941, its total income was \$5,717,344, of which \$3,723,364 was received from members and \$1,690,250 from investments. During this same year, benefits paid totaled \$1,845,126.

Petitioner's business is managed by officers and directors from its Chicago office. As presently constituted, a person who becomes a member must also become a certificate holder. All terms and conditions of the benefit certificates are determined, investments made, applications for certificates, claims, and loans acted upon, and all benefit certificates and checks issued at the home office in Chicago. Its securities are purchased through licensed dealers, and with the exception of \$11,000 on deposit with authorities in Manitoba, Canada, are kept in Chicago.

Sub-standard risks are reinsured through Lincoln National Life Insurance Company, and reinsurance documents are sent to that company's home office in Fort Wayne, Indiana. More than \$250,000 of such insurance was in effect at the time of the hearing. The Credit Company of Atlanta, Georgia, rendered inspection reports concerning the financial standing and character of applicants for benefit certificates. Petitioner employs organizers in twenty-six states to obtain new members, and advertises in newspapers, magazines and other media. In 1941, the sum of \$169,000 was disbursed for commissions and fees of field agents, \$20,000 for compensation of "managers" engaged in soliciting, over \$17,000 for "field supervision and traveling expenses," \$15,000 for traveling expenses of officials, \$13,000 for medical examinations, \$4,000 for credit investi-

gations of applicants in their respective localities, and \$19,000 for postage and express, telegraph and telephone service. Petitioner also holds direct control of Alliance Printers and Publishers, Inc., located in Chicago, which publishes the *Zgoda*, petitioner's official publication. Over 1,000,000 copies of the daily edition and over 5,000,000 copies of the Sunday edition of this publication are mailed to members outside the State of Illinois. Petitioner, since [fol. 610] its organization, has spent large sums of money for charitable, education and fraternal activities among its members, including the sum of \$252,210.03 in the year 1941.

The Board found:

"Although the respondent has been organized as a non-profit corporation and its charter emphasizes the cultural and social purposes of its incorporation, these factors are not conclusive of the question of our jurisdiction; the determining point is what the corporation does. The activities of the respondent in issuing insurance benefit certificates and its attendant investments mark it as an insurance company. . . . Moreover, the fact that the respondent may not be organized for 'profit' does not place it beyond our jurisdiction. We find that the respondent is engaged in commerce within the meaning of the Act."

Petitioner attacks this finding. It argues that it is a fraternal benefit society operating without profit to it, and that the insurance feature of its business is merely incidental to its main purpose. The Illinois statute under which it is organized and a number of decisions from courts of that State are cited in support of the distinction recognized between insurance companies and fraternal benefit societies. In discussing such distinction, the court in *People v. Commercial Ins. Co.*, 247 Ill. 92, 101, said:

"Life insurance companies are organized to engage in the business of insuring the lives of persons for profit. . . . The primary object of fraternal associations is to obtain social intercourse among the members and to furnish relief and assistance to members and persons dependent upon them,—not upon a commercial or business basis, but upon the broad principle of friendship and brotherly love. The insurance feature is but an incident to the main purpose of organization."

Notwithstanding that petitioner is incorporated as a fraternal association, we think the conclusion is inescapable that it is engaged in the insurance business in a manner similar, if not precisely the same, as mutual life insurance companies. The latter form of company has no capital stock and no stockholders. Policyholders own all of its assets and participate in any distribution of profits. [fol. 611] A description of a mutual company and its operations is found in *Duffy v. Mutual Benefit Life Insurance Co.*, 272 U. S. 613, which also closely reflects the insurance feature of petitioner's activities. In view of the facts heretofore stated, there can be little doubt but that a membership certificate in the Polish Alliance is the equivalent of a policy in an insurance company. The member is the insured, the certificate the policy, and the Alliance the insurer. We think we need not labor the distinction which petitioner seeks to draw between a fraternal society and an insurance company. After all, for the purpose of the instant case, it is rather immaterial what label we attach to petitioner's activities. Of more importance is the nature and character thereof. The fact that it was organized for noble and patriotic purposes and has continued in that groove, is not inconsistent with a finding that it has and is engaging in the business of insurance. Also, we are not impressed with the contention that the latter is merely incidental to the former. So far as we can ascertain from the record before us, we are of the view that it is more accurate to conclude that its fraternal activities are incidental to its insurance business. For instance, in 1941 it spent the sum of \$252,210.03 for charitable and fraternal activities out of a total income of \$5,717,344, or less than 5%. In this connection, it is pertinent to observe that in petitioner's manual of 1940, addressed to all its members, it is stated:

"From the simple and modest beginning of sixty years ago, the Polish National Alliance in recent times has greatly expanded and developed into a large fraternal insurance organization. While ideologically it has remained ever true to its principles and today pursues its ideals with vital eagerness, through its expansion it has entered the field of sharp competition of business institutions.

"\* \* \* Accordingly, in the last few years a large variety of marketable certificates of insurances have been issued, ranging from the ordinary life type to that of the endow-



ment kind, which in turn called for a manual, explaining this increase and change of insurance."

Petitioner also contends that it is not within the Act, even though it be held to be in the insurance business, for [fol. 612] the reason that insurance is not commerce. A long line of Supreme Court decisions have so held, or at any rate have held that the issuing of a policy of insurance is not a transaction in commerce. *Paul v. Virginia*, 75 U. S. 168; *Hooper v. California*, 155 U. S. 648; *N. Y. Life Insurance Co. v. Cravcas*, 178 U. S. 389; *N. Y. Life Insurance Co. v. Deer Lodge County*, 231 U. S. 495. The support which these cases afford petitioner's contention is not so real as first impression might indicate. Certainly they are not decisive. It must be noted that in each of them the court was considering the power of the state to tax or regulate, and not the power of Congress under the Commerce Clause. It has frequently been held that the line which marks the beginning of the state's power to tax or regulate is not the terminal boundary of federal power. "It does not follow that because a thing is subject to state taxation it is also immune from federal regulation under the Commerce Clause." *Binderup v. Pathe Exchange*, 263 U. S. 291, 311. To the same effect, *Swift & Co. v. United States*, 196 U. S. 375, 400; *Chicago Board of Trade v. Olsen*, 262 U. S. 1, 33. The cases dealing with the power of the state were again distinguished in the recent case of *Wickard v. Filburn*, 317 U. S. 111. On page 121, the court said:

"For nearly a century, however, decisions of this Court under the Commerce Clause dealt rarely with questions of what Congress might do in the exercise of its granted power under the Clause, and almost entirely with the permissibility of state activity which it was claimed discriminated against or burdened interstate commerce. During this period there was perhaps little occasion for the affirmative exercise of the commerce power, and the influence of the Clause on American life and law was a negative one, resulting almost wholly from its operation as a restraint upon the powers of the states."

A comparison of petitioner's activities with those of the Associated Press in *Associated Press v. N. L. R. B.*, 301 U. S. 103, makes that decision of persuasive and perhaps controlling importance. There, the court considered the

activities of a cooperative organization of 1,350 members, which did not operate for profit, although its members were representatives of newspapers which did operate for profit. Its means of communication in receiving and transmitting news consisted of telegraph and telephone wires, mes- [fol. 613] senger service, the wireless, and the mail. The court (page 128) said:

"These operations involve the constant use of channels of interstate and foreign communication. They amount to commercial intercourse, and such intercourse is commerce within the meaning of the Constitution. Interstate communication of a business nature, whatever the means of such communication, is interstate commerce regulable by Congress under the Constitution. This conclusion is unaffected by the fact that the petitioner does not sell news and does not operate for profit, or that technically the title to the news remains in the petitioner during interstate transmission."

It is beyond question that a large portion of petitioner's activities were of a business nature and carried on by interstate communication. Applying the pronouncement in the *Associated Press* case, such business is interstate commerce within the power of Congress to regulate.

Even though petitioner's contention that it is not directly engaged in interstate commerce be tenable, it would still be faced with an insurmountable barrier. As already noted, the power of the Board is not limited to commerce but includes "affecting commerce," which Congress has defined as "burdening or obstructing commerce or the free flow of commerce." We think it cannot be reasonably contended that a labor dispute between petitioner and its employees, with strikes and stoppage of work, would not seriously interfere with petitioner's far flung activities and constitute a burden upon commerce, as well as an impairment of the free flow of commerce.

Any doubt heretofore existing as to the broad and well near conclusive power of Congress over transactions and activities "affecting commerce" has been dispelled by the Supreme Court in *Wickard v. Filburn, supra*. In that case, the court had before it an attack upon the Agricultural Adjustment Act of 1938, which fixed marketing quotas for certain farm products, with a penalty for production in

violation of such quotas. The particular facts before the court, briefly stated, were that a farmer sowed 23 acres of wheat, or some 12 acres in excess of his quota. On this excess quota he produced 239 bushels, which were not sold on the market but utilized on his farm as feed for live- [fol. 614] stock. The penalty under the Act was imposed not only upon the excess production but upon all that he had produced. It was argued that this production was purely of a local nature, could not have affected commerce, and was therefore beyond the authority of Congress. The court notes (page 118) that the Act under attack extended federal regulation "to production not intended in any part for commerce but wholly for consumption on the farm." The court, in sustaining the Congressional power, on page 125 said:

"But even if appellee's activity be local and though it may not be regarded as commerce, it may still, whatever its nature, be reached by Congress if it exerts a substantial economic effect on interstate commerce, and this irrespective of whether such effect is what might at some earlier time have been defined as 'direct' or 'indirect.'"

Thus, while the Supreme Court in *N. L. R. B. v. Jones and Laughlin, supra* (page 30), stated "that distinction between what is national and what is local in the activities of commerce is vital to the maintenance of our federal system," it appears, from the *Filburn* case, that the boundary line marking such distinction has been advanced to the point where only a mirage lies beyond. Perhaps the cackle of the farmer's hen as she announces the completion of her daily chore, or the squeal of his pig in its struggle to become a porker, are yet beyond this boundary line, but of this we give no assurance.

This decision that Congress is empowered under the Commerce Clause to regulate a farmer in the production of wheat; even though such "activity be local and though it may not be regarded as commerce," leaves little room to doubt but that the activities of petitioner are within the ambit of Congressional power. The fact, if such it be, that insurance is not commerce or that petitioner is a non-profit organization no longer requires a contrary conclusion. We therefore affirm the Board's determination that petitioner was within the provisions of the National Labor Relations Act.

No good purpose could be served by a detailed discussion of the evidence upon which the Board found that petitioner had engaged in unfair labor practices within the meaning of Sec. 8 (1), (3) and (5) of the Act. It is sufficient, so [fel. 615] we think, to state that we have reviewed the evidence and, appraising it in its aspect most favorable to the Board, as we must, it is sufficient.

Perhaps the most serious question arises from the Board's finding and conclusion that petitioner refused to bargain with the Union, in violation of Sec. 8 (5). Petitioner attacks this finding both as to the appropriateness of the unit, and that the Union represented a majority in such unit. The majority found by the Board was such that the exclusion from the unit of a small number of employees would probably have left the Union with less than a majority. It is the theory of petitioner generally that some six or eight employees were included in the unit and about the same number, doing similar work, excluded, and it is asserted that their inclusion or exclusion depended upon whether they were members of the Union—in other words, that Union employees were purposely included and non-Union employees purposely excluded. The record indicates that there may be merit to petitioner's assertion in this respect. On the other hand, the Board argues with plausibility that certain employees were excluded because of the relation they sustained to management, which was closer and more intimate than that sustained by other employees who were included. We must accept the Board's finding as to an appropriate unit, unless it is clearly arbitrary. *Pittsburgh Plate Glass Co. v. N. L. R. B.*, 313 U. S. 146, 152; *International Association of Machinists v. N. L. R. B.*, 110 Fed. (2d) 29, 46, aff'd 311 U. S. 72. We are not convinced that the Board's action in the instant case was arbitrary.

In this connection, it is pertinent to observe that petitioner's refusal to bargain with the Union was at all times predicated upon its position that it did not come within the Act. At no time did petitioner refuse to bargain because the Union did not represent a majority of an appropriate unit. The complaint charged that "on or about March 26, 1941, and at all times thereafter, the respondent did fail and refuse to bargain collectively with the Union, etc." Petitioner in its answer admitted this charge but stated "that it is not engaged in interstate commerce and therefore not subject to the jurisdiction of this Honorable Board

or the provisions of the National Labor Relations Act." Notwithstanding this situation, we assume the Board had the burden of proving that the Union had a majority of the appropriate unit. On the other hand, it seems an employer [fol. 616] is in an unfortunate position in attempting to justify before the Board its refusal to bargain for a reason that apparently did not occur to it prior to the time of hearing.

The members of the Union went on strike October 7, 1941, as a result of petitioner's refusal to bargain with the Union and other unfair labor practices. The strike lasted until January 27, 1942, when application for reinstatement was made on behalf of the striking employees. We think that the Board's order requiring that such employees be made whole from the date of their application for reinstatement is proper. In this connection, however, we desire to discuss the situation with reference to one Henry Ziolkowski, an employee who joined the strike on October 7, 1941. He soon decided that the strike was ill advised and on October 10 made proper application to return to work. This he was told he could do, provided he would file an application "as a new applicant for work." This he refused to do, on the ground that he would then be considered as a new employee with perhaps a loss of certain seniority privileges. The Board found, and we think properly, that he was entitled to unconditional reinstatement to his former work. The Board also found that the conditional offer of reinstatement was to punish Ziolkowski for having joined the Union and the strike, and that it constituted a discrimination against him in regard to the hire and tenure of his employment. We think this finding must be accepted. However, the Board's order leaves Ziolkowski in the same position as the twenty-six other strikers who did not make application for reinstatement until January 27, 1942. The Board attempts to justify this position upon the ground that "he attempted to return to work while the strike was still in progress, thereby abandoning the concerted activity to which his fellow employees resorted in consequence of the respondent's unfair labor practices." The Board also stated that it would be inequitable to treat him in a different manner from the other strikers. Some theory is advanced, which we do not quite comprehend, that petitioner's discriminatory refusal to reinstate Ziolkowski on October 10, 1941 had the "effect of



returning him to the status of a striker." If such be the case, his status resulted from petitioner's unfair practice and was not a status voluntarily assumed by him. At any rate, he was ordered made whole only from January 27, [fol. 617] 1942, in the same manner as the other strikers who on that date made application for reinstatement.

In our view, this order as to Ziolkowski is clearly erroneous. Certainly, he as an individual, the same as any other employee, had a right to strike or not to strike as he saw fit. After having joined the strikers, he had an equal right to continue on strike with the others or to return to work as he saw fit. He chose the latter course, and, as the Board found, his right to work was discriminatorily denied by petitioner. One member of the Board dissented from the order as to Ziolkowski, stating that he was entitled to be made whole from October 10, 1941, the date when his application to return to work was discriminatorily denied. The soundness of the dissent, in our judgment, is unquestionable, and we take the liberty of quoting therefrom the following statement:

"The policy of the Act would, in my opinion, be best served by encouraging those who have gone out on strike because of their employer's unfair labor practices to return to work and to avail themselves of the administrative remedy which the Act affords them and we should do nothing to deter any individual striker from such action. The effect of the majority's decision would, it seems to me, be to prolong unfair labor practice strikes and to discourage employees from recourse to the adequate relief available to them under the Act."

The Board also found that Anna Owsiak was discriminatorily discharged on October 6, 1941. Petitioner seeks to justify this discharge on some other ground, and contends that the finding is not substantially supported. A reading of the testimony raises some doubt as to the propriety of the Board's finding, but we cannot hold it is without substantial support. It therefore must be accepted.

The Board's order is directed at petitioner, its officers, agents, successors and assigns. In conformity with our previous holdings, the words "successors and assigns" will be eliminated.

Paragraph (d) of the affirmative provisions of the order requires petitioner to post notices "that the respondent's

employees are free to become or remain members of Office Employees' Union No. 20732, A. F. of L., and that the respondent will not discriminate against any of its employees [fol. 618] because of their membership in or activities on behalf of that organization." This provision will be amended so as to inform the employees that they are free to become or remain members of the designated Union "or any other organization of their own choosing," and that petitioner will not discriminate against them because of their membership in or activities on behalf of that organization "or any other organization of their own choosing."

The Board's request for enforcement of its order will be allowed upon amendment to conform with the views herein expressed.

\_\_\_\_\_, Clerk of the United States Circuit Court  
of Appeals for the Seventh Circuit.

A true Copy: Teste.

[fol. 619] And on the same day, to-wit: On the fifth day of June, 1943, the following further proceedings were had and entered of record, to-wit:

Saturday, June 5, 1943.

Court met pursuant to adjournment.

Before: Hon. Evan A. Evans, Circuit Judge, Hon. Will M. Sparks, Circuit Judge, Hon. J. Earl Major, Circuit Judge.

8090

POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH  
AMERICA, a Corporation, Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD, Respondent

On Petition for Review of an Order of the National  
Labor Relations Board

This Cause came on to be heard on the transcript of the record from the National Labor Relations Board and was argued by counsel.

On consideration whereof, it is ordered and adjudged by this Court that the decision of the National Labor Rela-

tions Board entered in this cause be, and the same is hereby, amended to conform with the views expressed in the opinion of this court, and as amended, be enforced.

And afterwards, to-wit: On the eleventh day of June, 1943, there was filed in the office of the Clerk of this Court, a Motion for Stay of Mandate, which said motion is in the words and figures following, to-wit:

[fol. 620]

No. 8090

IN THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE  
SEVENTH CIRCUIT—OCTOBER TERM, 1942

POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH  
AMERICA, a Corporation, Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD, Respondent

Petition for Review and to Set Aside an Order of the  
National Labor Relations Board

Motion for Stay of Mandate

Polish National Alliance of the United States of North America by Casimir E. Midowicz and Ewart Harris, its Attorneys, moves the Court for a Stay of Mandate for sixty (60) days from June 5, 1943; and submits in support of the Motion the telegram received from Ernest A. Gross, Esq., Associate General Counsel, National Labor Relations Board, consenting to such Stay.

Stay is requested because of the importance of the questions involved and the present pressure of business upon counsel for Polish National Alliance, and the fact that the application for certiorari will not be acted upon by the Supreme Court until the October 1943 Term.

Polish National Alliance states it intends to apply for such certiorari within said sixty (60) days.

Ewart Harris, Attorney for Polish National Alliance.  
Casimir E. Midowicz and Ewart Harris, Attorneys  
for P. N. A.

[fol. 621]

No. 8090

IN THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE  
SEVENTH CIRCUIT—OCTOBER TERM, 1942

POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH  
AMERICA, a Corporation, Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD, Respondent

Petition for Review and to Set Aside an Order of the  
National Labor Relations Board

## NOTICE

To: Ernest A. Gross, Esq. Associate General Counsel  
National Labor Relations Board, Washington, D. C. Les-  
ter Asher, Esq. Regional Attorney National Labor Rela-  
tions Board 2200—176 West Adams, Chicago Ill.

We are this day filing with the Clerk of the United States  
Circuit Court of Appeals in the Seventh Circuit at 1212  
Lake Shore Drive, Chicago, Illinois, a Motion for Stay of  
Mandate, copy of which is herewith served upon you.

Casimir E. Midowicz, Ewart Harris, Attorneys for  
Polish National Alliance.

[fol. 622]

Copy of Telegram

WA289 15 Gov't 3 Extra—Washington DC 10 951A 1943

June 10 AM

8 59

Ewart Harris—

1717 139 North Clark St Chgo

Re Polish National Alliance. Board consents sixty day  
stay decree pending certiorari.

Ernest A. Gross, Associate General Counsel, National  
Labor Relations Board.

[fol. 623] And afterwards, to-wit: On the eleventh day of June, 1943, the following further proceedings were had and entered of record, to-wit:

Friday, June 11, 1943.

Court met pursuant to adjournment.

Before: Hon. Evan A. Evans, Circuit Judge, Hon. Will M. Sparks, Circuit Judge, Hon. J. Earl Major, Circuit Judge.

8090

POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH AMERICA, a Corporation, Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD, Respondent

On Petition for Review of an Order of the National Labor Relations Board

On motion of counsel for petitioner, it is ordered that the issuance of the certified copy of the decree herein be, and it is hereby, stayed for a period of sixty days.

\* \* \* \* \*

And afterwards, to-wit: On the twenty-second day of June, 1943, the following further proceedings were had and entered of record, to-wit:

Tuesday, June 22, 1943.

Court met pursuant to adjournment.

Before: Hon. Evan A. Evans, Circuit Judge, Hon. Will M. Sparks, Circuit Judge, Hon. J. Earl Major, Circuit Judge.



[fol. 624] IN THE UNITED STATES CIRCUIT COURT OF APPEALS  
FOR THE SEVENTH CIRCUIT—OCTOBER TERM, 1942, APRIL  
SESSION, 1943

No. 8090

POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH  
AMERICA, a Corporation, Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD, Respondent

On Petition to Review and Set Aside and On Request for  
Enforcement of an Order of the National Labor Rela-  
tions Board

Decree

This cause coming on to be heard upon petition of the Polish National Alliance of the United States of North America, a corporation, to review and set aside an order issued against petitioner by the National Labor Relations Board on the 11th day of August 1942, and upon request for enforcement of said order by the National Labor Relations Board, and the Court on June 5, 1943, having rendered its opinion with respect thereto, accordingly, in conformity therewith

It is hereby ordered, adjudged and decreed that the Polish National Alliance of the United States of North America, a corporation, its officers and agents, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with Office Employees' Union No. 20732, A. F. of L., as the exclusive representative of the office employees of petitioner's Chicago, Illinois, office, excluding janitors, attorneys, elected officers, the chief clerk of the auditing department, the manager of the real estate department, the inspector of the rent collection department, rent collectors, the chief organizer of the organization department, the personal secretary to the president, the personal secretary to the general secretary, [fol. 625] the confidential secretary to the Censor (employed in Milwaukee, Wisconsin), the assistant secretary (administrative) to the general secretary, the assistant secretary (administrative) to the treasurer, and the librarians:

(b) Discouraging membership in Office Employees' Union No. 20732, A. F. of L., or any other labor organization of its

employees, by discharging, refusing to reinstate, or in any other manner discriminating in regard to the hire and tenure of employment or any term or condition of employment of its employees;

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain collectively with Office Employees' Union No. 20732, A. F. of L., as the exclusive representative of its employees at the Chicago office, excluding janitors, attorneys, elected officers, the chief clerk of the auditing department, the manager of the real estate department, the inspector of the rent collection department, rent collectors, the chief organizer of the organization department, the personal secretary to the president, the personal secretary to the general secretary, the confidential secretary to the Censor (employed in Milwaukee, Wisconsin), the assistant secretary (administrative) to the general secretary, the assistant secretary (administrative) to the treasurer, and librarians, in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment;

(b) Offer to the employees listed in Appendix A, and to Anna Owsiak and Henry Ziolkowski, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges, dismissing if necessary all employees hired since October 7, 1941, the date of the commencement of the strike, to provide employment for those employees to be offered, and who shall accept, reinstatement. If, thereupon, there is not sufficient employment immediately available for the employees who did not go on strike and for those to be offered, and who shall accept, reinstatement, then all positions shall be distributed by petitioner among employees presently working, excluding those dismissed, and the employees to be offered, and who shall

accept reinstatement, in accordance with petitioner's usual method of reducing its force, without discrimination against any employee because of his union affiliation and activities, following such a system of seniority or other non-discriminatory procedure as has been heretofore applied by petitioner in the conduct of its business. Those employees remaining after such distribution, for whom no employment is immediately available, shall be placed upon a preferential list, with priority determined among them in accordance with such system of seniority or other non-discriminatory procedure as has been heretofore applied by petitioner in the conduct of its business, and, thereafter, in accordance with such list, employees shall be offered reinstatement by petitioner to their former or substantially equivalent positions as such employment becomes available and before other persons are hired for such work;

(c) Make whole the employees listed in Appendix A, and Anna Owsiak and Henry Ziolkowski, for any loss of pay they may have suffered as a result of petitioner's refusal to reinstate and discrimination against them, by paying to each of the employees listed in Appendix A, a sum of money equal to the amount each would normally have earned as wages from January 27, 1942, and by paying to Anna Owsiak a sum of money equal to the amount she would normally have earned as wages from October 6, 1941, and by paying to Henry Ziolkowski a sum of money equal to the amount he would normally have earned as wages from October 10, 1941, in each case, to the date of petitioner's [fol. 627] offer of reinstatement or placement upon a preferential list as described in paragraph (b) above, deducting, however, from the amount due to each of the said employees the net earnings of each during the said periods, respectively;

(d) Post immediately in conspicuous places throughout its Chicago, Illinois, office, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the petitioner will not engage in the conduct from which it is ordered to cease and desist in paragraphs 1 (a), (b), and (c) hereof; (2) that the petitioner will take the affirmative action set forth in paragraphs 2 (a), (b), and (c) hereof; and (3) that petitioner's employees are free to become or remain members of Office Employees' Union No. 20732, A. F.

of L., or any other organization of their own choosing, and that the petitioner will not discriminate against any of its employees because of their membership in or activities on behalf of that organization, or any other organization of their own choosing;

(e) Notify the Regional Director for the Thirteenth Region of the National Labor Relations Board in writing within ten (10) days from the date of this Decree what steps the petitioner has taken to comply herewith.

Evan A. Evans, Judge, United States Circuit Court of Appeals for the Seventh Circuit. William M. Sparks, Judge, United States Circuit Court of Appeals for the Seventh Circuit. J. Earl Major, Judge, United States Circuit Court of Appeals for the Seventh District.

June 22, 1943. O. K. as to from. Casimir E. Midowicz, Ewart Harris for Polish Nat. Alliance.

[fol. 628]

#### Appendix A

Walter J. Andrzejewski  
Waclaw Cichowicz  
Eleanore Dzija  
Emilie Florkiewicz  
Joseph Gajda  
Al. S. Gajkowski  
Lawrence Kargol  
Stanley Kilar  
Elizabeth Kloss  
Eleanor Krzysztofiak  
Helen Lachajczyk  
Joseph Lopatowski  
John Mazur

Ignacy Niemiec  
Ed. Oleszek  
Louis Rozen  
Kasper Sechman  
A. M. Skibinska  
Stanley Spila  
Sophie Szatflarska  
Olga Szymanska  
John Wojcik  
John Zajac  
Victoria Zajatzkowska  
Felicja Ziemiński  
Joe Zurek

[fol. 629] UNITED STATES CIRCUIT COURT OF APPEALS

#### For the Seventh Circuit

I, Kenneth J. Carrick, Clerk of the United States Circuit Court of Appeals for the Seventh Circuit, do hereby certify that the foregoing Typed pages contain a true copy of the

papers filed and proceedings had (except motions for extensions of time, briefs of counsel,) in,

Cause No. 8090

POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH  
AMERICA, a Corporation, Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD, Respondent

as the same remains upon the files and records of the  
United States Circuit Court of Appeals for the Seventh  
Circuit.

In testimony whereof I hereunto subscribe my name and  
affix the seal of said United States Circuit Court of Appeals  
for the Seventh Circuit, at the City of Chicago, this twenty-  
fourth day of June A. D. 1943.

Kenneth J. Carrick, Clerk of the United States Cir-  
cuit Court of Appeals for the Seventh Circuit.

[SEAL]

(7095)



## [fol. 630] SUPREME COURT OF THE UNITED STATES

## ORDER ALLOWING CERTIORARI—Filed October 11, 1943

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Seventh Circuit is granted, limited to the first five questions presented by the petition for the writ.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

## [fol. 631] IN THE SUPREME COURT OF THE UNITED STATES

## STIPULATION AS TO PRINTED RECORD—Filed November 9, 1943

Subject to This Court's Approval, It Is Hereby Stipulated and Agreed by and between the attorneys for the respective parties hereto, that for the purposes of the above-entitled proceeding, the printed record may consist of the following:

1. The following portions of Appendix to Petitioner's Brief filed in the United States Circuit Court of Appeals for the Seventh Circuit:

Page:

1. Beginning with the words: "Report of Proceedings" down to the words: "for the Union" on the same page.
3. From Par. 3 beginning "Mr. Asher: Will you" down to the first line on page 16—"Very close to it."
45. Beginning with the first line, down to the words: "Saturday edition only \$2.50" on page 47.
88. Beginning with the words: "While you were", down to the words: "That is right" on page 89.
105. Beginning with the words: "Have you ever," down to the words: "secretaries of the groups" on page 106.
198. Beginning with the first line, down to words: "Exhibit No. 38 was received in evidence."
200. Beginning with the testimony of James M. Algozino, down to "No cross" on page 201.

[fol. 632] 201. The words: "Mr. Asher: The Board rests."

- 202. Beginning on the first line down to the words: "In Chicago, Illinois" on page 207.
- 212. Beginning with the second line down to the words on page 214: "Trial Examiner Hektoen: Surely."
- 217. Beginning with the words: "Who is J. Fafara," down to the words: "He has, yes" on the same page.
- 223. Beginning with the words: "In your position of controller" down to the words: "a two-thirds majority" on page 227.
- 229. Beginning with the words: "Cross Examination" down to the word "Pennsylvania" on page 230.
- 230. Beginning with the words: "You have been telling me about the library" to the words "Their membership premiums" on page 231.
- 232. Beginning on the first line down to the words "in the office" on the same page.
- 232. Beginning with the words "Re-direct Examination" down to the words "There is." on page 233.
- 233. Beginning with the words "Trial Examiner Hektoen: I have just one or two" down to "You may step down" on page 235.
- 236. Beginning with the testimony of "Charles Rozmarek" down to "That is right" on the third line from the bottom of the page 238.
- 307. Board's Exhibit 1 down to the words "Thirteenth Region National Labor Relations Board" on page 312.
- 320. Board's Exhibit 7 down to the words "the solicitation of new members" on page 380.
- 384. Board's Exhibit 9 complete.
- 386. Board's Exhibit 10 complete.
- 403. Board's Exhibit 11 complete.
- 416. Caption: "Board's Exhibit No. 17" and the entire section under "Organization Department" ending with "J. Zajac clerk 67.50" on the same page, including "Semi-Monthly Salary" of prior section.
- 417. Board's Exhibit 18 complete.
- 420. Board's Exhibit 19 complete.
- 420. Board's Exhibit 20 complete.
- 422. Board's Exhibit 21 complete.
- [fol. 633] 426. Board's Exhibit 25 complete.
- 427. Board's Exhibit 26 complete.
- 440. Board's Exhibit 33 complete.

- 442. Board's Exhibit 34 complete.
- 443. Board's Exhibit 35 complete.
- 447. Board's Exhibit 36 complete.
- 448. Board's Exhibit 37 complete.
- 448. Board's Exhibit 38 complete.
- 449. Respondent's Exhibit 1 complete.
- 454. Respondent's Exhibit 2 complete.
- 459. Respondent's Exhibit 3 complete.
- 463. Respondent's Exhibit 4 complete.
- 481. Respondent's Exhibit 6 complete.
- 490. Respondent's Exhibit 11 complete.
- 491. Respondent's Exhibit 12 complete.
- 492. Respondent's Exhibit 13 complete.
- 494. Respondent's Exhibit 14 (statement at foot of page 494).
- 495. Intermediate Report to the words "office to membership" on page 501.
- 521. Beginning "IV. The Effect" down to the words: "free flow of commerce."
- 523. Beginning with the words "Conclusions of law" down to and including Conclusion No. 7 on page 524.
- 530. Exceptions by Respondent down to the words "is contrary to the law" in the third line of page 531.
- 536. Beginning "IV. The Alleged Effect" down to the words "as amended, dismissed" on page 537.
- 538. Beginning "United States of America" down to the words: "National Labor Relations Board" on page 575.
- 578. Beginning "Petition for Review" down to the words: "beyond the jurisdiction of the Board." on page 579.
- 580. Par. (g) on page 580.
- 583. Beginning with the words "Petitioner prays" to "Charles Rozmarek, President," on page 583.
- [fol. 634] 584. Beginning "Points to be relied upon" include points 1, 2, 3, 11, 12, 13 and 14.
- 586. Beginning "Answer of the" down to the words "Union No. 20732 A. F. L." on page 587.
- 592. Beginning "Reply to request" down to the words "be denied" on page 593.

## 2. Opinion and decree of U. S. Circuit Court of Appeals.

It is Further Stipulated and Agreed that the parties may refer to the portions of the certified typewritten tran-

script of the record and exhibits not included in the printed record.

Casimir E. Midowicz, Counsel for Petitioner.

Of counsel: Ewart Harris.

Dated at Chicago, Illinois, this 3rd day of November 1943.

Charles Fahy, Solicitor General of the United States.

Dated at Washington, D. C., this 9th day of November 1943.

Endorsed on Cover: Enter Casimir E. Midowicz. File No. 47,719. U. S. Circuit Court of Appeals, Seventh Circuit. Term No. 226. Polish National Alliance of the United States of North America, Petitioner, vs. National Labor Relations Board. Petition for a writ of certiorari and exhibit thereto. Filed August 4, 1943. Term No. 226 O. T. 1943.

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